MEETING AGENDA

Board of Trustees Meeting

Village of Homewood
August 26, 2025
Meeting Start Time: 7:00 PM
Village Hall Board Room
2020 Chestnut Road, Homewood, IL

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

Please see last page of agenda for virtual meeting information.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Introduction of Staff
5. Minutes: Consider a motion to approve the following minutes:
   A. from the public hearing held on August 12, 2025.
   B. from the regular meeting of the Board of Trustees held on August 12, 2025.
6. Claims List:

   Consider a motion to approve the Claims List of Tuesday, August 26, 2025 in the amount of $723,929.49.
7. Presentation(s):

   President Hofeld will issue a proclamation honoring Joshua Carillos for his contributions to economic and community development initiatives through his internship with the Village of Homewood.
8. Oaths of Office: The Village Clerk will administer the oath of office to:

   Giovanni Lopez for the position of police officer.

   Lucas Huerta for the position of police officer.

   Hailey Gibbs for the position of police officer.
9. Hear from the Audience
10. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):
    A. MC-1089/Zoning Ordinance Text Amendment/Sign Code: Pass an ordinance approving a Text Amendment to the Zoning Ordinance to add Section 44-10, the Village Sign Code; amend Subsection 44-04-14 to classify murals and public art installations as accessory structures subject to accessory use and structure requirements; and, amend Section 44-07 to establish

development review procedures for sign permits, sign variances, comprehensive sign plans, appearance reviews, and public art and mural reviews.

B. Collective Bargaining Agreements/Metropolitan Alliance of Police Chapter 621 and Chapter 622: Approve a three-year collective bargaining agreement between the Village of Homewood and the Metropolitan Alliance of Police Chapter 621 (patrol officers) retroactive to May 1, 2025, and extending through April 30, 2028; and, approve a three-year collective bargaining agreement between the Village of Homewood and the Metropolitan Alliance of Police Chapter 622 (sergeants) retroactive to May 1, 2025 and extending through April 30, 2028; and, approve a corresponding cost-of-living adjustment for non-union Village employees retroactive to May 1, 2025.

C. Collective Bargaining Agreement/American Federation of State, County, and Municipal Employees: Approve a three-year collective bargaining agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31, Local 2891, retroactive to May 1, 2025, and extending through April 30, 2028.

D. M-2365/Disposal of Surplus Property/Electronic Equipment: Pass an ordinance authorizing the Village Manager to sell, trade-in, or dispose of two (2) pieces of electronic equipment listed as surplus property.

E. M-2366/Increase of Liquor Licenses/Mitchell and Michaels Hospitality LLC/18031 Dixie Highway: Pass an ordinance increasing the allowed number of Class 4A liquor licenses by one for Mitchell and Michaels Hospitality LLC for their location at 18031 Dixie Highway, subject to successful completion of the application requirements for a Village of Homewood liquor license, including approved background checks.

F. R-3232/Redevelopment Agreement/Beyond Books/18063 Dixie Highway: Pass a resolution authorizing the Village President to enter into a redevelopment agreement to provide financial assistance from the non-TIF Business Incentive Program in the amount of $23,007 for improvements including remodeling the interior and adding an ADA accessible bathroom to the building at 18063 Dixie Highway.

G. R-3233/Redevelopment Agreement/18065 Harwood Avenue: Pass a resolution authorizing the Village President to enter into a redevelopment agreement with Fred Sierzega to provide financial assistance from the non-TIF Business Incentive Program in the amount of $1,739 for building improvements including replacing the air compressor for the fire sprinkler system at 18065 Harwood Avenue.

H. Contract/Downtown Tree Grate Replacement/C&T Lawn Care, Inc.: Waive competitive bidding due to utilizing a vendor currently under contract; and, award a contract to C&T Lawn Care, Inc. of Lynwood, IL in the amount of $48,350 for the conversion of 45 tree rings and the installation of porous pave along Dixie Highway and a portion of Martin Avenue.

I. M-2367/Intergovernmental Agreement/Transfer of Property/Homewood-Flossmoor Park District/18335 Pierce Avenue: Approve a budget amendment in the amount of $5,000; and, pass an ordinance authorizing the Village President to enter into an intergovernmental agreement between the Village of Homewood and the Homewood-Flossmoor Park District facilitating the transfer of the property at 18335 Pierce Avenue to the Village of Homewood for the amount of $5,000.

J. Purchase Approval/Crack Sealing Machine/Crafco, Inc.: Waive competitive bidding due to purchasing through a joint governmental or cooperative purchasing program; and, authorize the purchase of one (1) 2025 Crafco Super Shot 60 Diesel asphalt crack sealing machine from Crafco, Inc. of DeKalb, IL in the amount of $60,581.40.

K. Purchase Approval/Ford Expedition/Ford of Homewood: Approve the purchase of one (1) 2025 Ford Expedition from Ford of Homewood, of Homewood, IL, the lowest bidder, in the amount of $49,661; and, approve the purchase and installation of lighting, accessories, painting, and equipment for an estimated total amount of $79,661.

11. Old Business:

    Presentation/Direction to Staff/Redevelopment of Village-Owned Property/18155 Dixie Highway: After review of the Staff Review Committee's analysis, the Village Board is requested to consider a Board action to direct staff to negotiate a purchase and sale agreement and a redevelopment agreement with one of the proposed restaurant developers to redevelop the Village-owned commercial property at 18155 Dixie Highway.

12. New Business:

    Presentation/Discussion/Direction to Staff: Discuss the implementation of a 1% non-home rule local sales tax and provide direction to staff to prepare an ordinance for consideration at the September 9, 2025 Board meeting.

13. General Board Discussion

14. Adjourn

Zoom Link: https://zoom.us/
- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or
- To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above "Meeting I.D. and Meeting Password" followed by "#" sign

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VILLAGE OF HOMEWOOD
CONTINUATION OF THE PUBLIC HEARING
on the proposed HARWOOD AVENUE TOD TIF
TUESDAY, AUGUST 12, 2025
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 to pass Resolution R-3230 to continue the Public Hearing for Harwood TOD Tax Increment Financing District to February 10, 2026.

President Hofeld asked the audience for any comments. Agnes Tropp said she would like an employee of the Village to assess TIF property and she would also like TIF information published.

A motion was made by Trustee Mason and seconded by Trustee Heiferman to approve Resolution R-3230 continuing the public hearing on the proposed Harwood Avenue TIF TOD District to February 10, 2026.

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

A motion was made by Trustee Mason and seconded by Trustee Harris-Jones 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

VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, AUGUST 12, 2025
VILLAGE HALL BOARD ROOM

CALL TO ORDER: President Hofeld called the meeting of the Board of Trustees to order at 7:04 p.m.

PLEDGE OF ALLEGIANCE: President Hofeld led trustees in the Pledge of Allegiance.

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

President Hofeld introduced staff present: Village Manager Napoleon Haney, Village Attorney Chris Cummings, Police Chief Denise McGrath, Economic Development Angela Mesaros, Director of Public Works Joshua Burman, and Assistant Village Manager Terence Acquah.

MINUTES: The minutes of July 22, 2025 were presented. There were no comments or corrections.

A motion was made by Trustee Willis and seconded by Trustee Siemsen to approve the minutes as presented.

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

CLAIMS LIST: The Claims List in the amount of $1,608,871.76 was presented. There were no questions from the Trustees.

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

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

President Hofeld explained that three items made up 72 percent of the Claims List: $450,000 to the State of Illinois for their share of the GEMT ambulance revenue; $294,000 for one month of employee health insurance; and $408,000 for upgrades at Water Plant #1.

HEAR FROM THE AUDIENCE: Doyle Landry expressed his adamant call to action for local businesses to hire young black males which he states, “effectively lessens their propensity to commit crimes.” He affirmed the statements by sharing his tag line “employed young black men don’t pull triggers.”

There were a number of residents that shared their support for the Village to consider implementing a road diet along 183rd Street. There were a couple of residents from nearby neighborhoods that also requested that 183rd Street be turned into three lanes to remedy the speeding, accidents, and danger to the pedestrians. Many of the residents on this street are fearful of getting hit by speeding vehicles. The residents are also concerned with the fatal accidents that have occurred on this street. Some residents shared their experiences of “near accidents” just

trying to pull out of the driveway. One of the speakers believed that speeding behavior has been worse since 2020. According to the speaker, people cannot even walk on the sidewalk because the wind of the speeding trucks that sway them. The speaker said that when the pilot for the road diet was in place, the flow of traffic was slower and there was a nice vehicular pace. One of the speakers, a resident that lives near 183rd Street, shared some statistics from other communities that had converted roadways from four lanes to three lanes. There was one resident that spoke during public comments who did not support the idea of reducing 183rd Street to three lanes.

Resident Dr. Kristine Condon shared that gunfire on Olive Road should not only be a cause for concern, but it is also an opportunity to engage with Village residents in a solution-oriented Town Hall meeting. She asked the Village to consider that 50 residents convened at James Hart School for a neighborhood watch meeting on the heels of this latest shooting and there is an untapped, community-oriented policing resource: a neighborhood that wishes to partner with Village government, law enforcement, and other neighborhoods to keep Homewood safe for everyone.

Resident Tabitha Edward shared her speeding and noise concerns regarding Dixie Highway. She explained that she has observed many cars drag racing on this street and the noise of the engines disrupts the sleeping toddlers and children at the Homewood Children's Center daycare located just south of 183rd Street on Dixie Highway.

OMNIBUS VOTE: The Board was asked to pass, approve, authorize, accept, or award the following item(s):

A. Reappointment/Economic Development Committee/Phillip Kosanovich: Approve the reappointment of Phillip Kosanovich to the Economic Development Committee for a two-year term ending on August 12, 2027.

B. R-3231/Cook County Class 8 Real Estate Tax Classification/17911 Harwood Avenue/The Spearman Firm LLC: Pass a resolution supporting a Class 8 Cook County real estate tax classification for the property at 17911 Harwood Avenue owned by Beverly Spearman (The Spearman Firm LLC).

Before the vote, President Hofeld invited comments. There were no comments.

A motion was made by Trustee Roman and seconded by Trustee Mason to approve the Omnibus Report as presented.

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

GENERAL BOARD DISCUSSION: Trustees thanked the residents for attending the meeting and voicing their concerns and comments about moving forward with the road diet on 183rd Street. The Board expressed the desire to find a solution to make it safer to live, walk, and ride bikes along and across 183rd Street and other streets like it. The Board understands that this is a priority and will review all of the information to determine a solution. Trustee Roman asked Village Manager Napoleon Haney for an update on this subject and his response was that the road diet, in its current iteration is listed in the 5-year capital plan, but the 5-year capital plan has not been funded. He continued that staff is re-sorting and re-evaluating all of the data and plans to present some recommendations to the Board at the second meeting in September. President Hofeld thanked the residents for their comments and shared that the comments and dialogue was very eye opening.

ADJOURN: A motion was made by Trustee Roman and seconded by Trustee Mason to adjourn the regular meeting of the Board of Trustees.

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

The meeting adjourned at 7:45 p.m.

Respectfully submitted,

Nakina Flores
Village Clerk

THE VILLAGE OF HOMEWOOD 1893

PUBLIC COMMENTS – for the Tuesday, August 12, 2025 Board Meeting

From: Kris Condon
Sent: Monday, August 4, 2025 9:22 AM
To: Haney, Napoleon; PublicComments
Subject: Re: Olive Road, Problems and Solutions

Many thanks, and apologies for the misprint on the meeting date. I was incorrectly thinking every other Tuesday, not second and fourth Tuesdays. –kmc

From: Haney, Napoleon <nhaney@homewoodil.gov> Sent: Monday, August 4, 2025 8:36 AM
To: 'Kris Condon'; PublicComments <comments@homewoodil.gov> Subject: RE: Olive Road, Problems and Solutions

Kris:

Your email, in its entirety, will be included in the Board's Public Comments. Thank you for sharing.

From: Kris Condon
Sent: Saturday, August 2, 2025 6:27 AM
To: PublicComments <comments@homewoodil.gov> Subject: Olive Road, Problems and Solutions

Good Morning:

Please include the enclosed public comment in the record for the August 5 Board of Trustees meeting. Thank you--Kris

An open letter to the Village of Homewood President and Members of the Board of Trustees:

The most recent spate of gunfire on Olive Road, which resulted in public comment for your consideration at the July 22 Village Board meeting, should not only be a cause for concern. It is an opportunity for you to engage with Village residents in a solution-oriented Town Hall meeting and to provide for a standing Board agenda item on our progress, which can be done without compromising any pending criminal investigation.

Yes, I am once again advocating that you host a Town Hall meeting, a Committee of the Whole, a Listening Tour, a Pop-up Forum—the issue is not how you name it. It's that you do it.

I was at the July 22 Village Board meeting, and I am grateful to hear the Village President's statement that the Chief of Police will receive any and all support she needs. I'm also grateful to hear that trustees were unified in their support of law enforcement to address what is clearly a growing problem.

I ask you to consider that when 50 residents convene at James Hart School for a neighborhood watch meeting on the heels of this latest shooting, you have an untapped, community-oriented policing resource: A neighborhood that wishes to partner with village government, law enforcement, and other neighborhoods to keep Homewood safe for everyone.

Contrary to the opinions of some, a town hall meeting can be a constructive, solution-oriented approach to a problem that affects us all. One Society of Human Resource Management study found respondents believe town hall face-to-face communications build high trust (90%), are more personal than using strictly electronic communication (87%), and reduce confusion and misunderstanding (81%). Additionally, a Center for Effective Lawmaking study of town hall meeting efficacy reflects that legislative offices were twice as likely to positively respond to town hall events if the event focuses on learning from constituents instead of justifying the administration's position.

The Village of Homewood has surveyed residents on topics of interest for future "Pop-up Forums." Again, what you call it is not the issue; that you hold it is the issue. Now is the time for this body to support and enhance community-oriented policing strategies. Even a fully-staffed law enforcement team cannot be everywhere at once, and we only make progress if we all support the Police Department in their efforts. You have a community of engaged and concerned residents who are ready and willing to help keep Homewood the safe, vibrant, secure community that brought us here in the first place. Please help us to help you continue that effort.

Dr. Kristine M. (Kris) Condon
Homewood, IL 60430

Name	Description	DEPARTMENT	Net Invoice Amount
A BETTER DOOR & DOCK SERV	DOOR REPAIRS	PUBLIC WORKS	2,505.00
A BETTER DOOR & DOCK SERV	GARAGE DOOR REPAIRS FOR FIRE DEPT	PUBLIC WORKS	2,217.50
A BETTER DOOR & DOCK SERV	DOOR REPAIRS	PUBLIC WORKS	793.00
Total A BETTER DOOR & DOCK SERVICES:			5,515.50
ACORN FARMS	FALL PLANTINGS	PUBLIC WORKS	11,395.00
Total ACORN FARMS:			11,395.00
AIR ONE EQUIPMENT INC	BOOTS - HOPE	FIRE DEPARTMENT	618.00
Total AIR ONE EQUIPMENT INC:			618.00
ALRO STEEL CORPORATION	STEEL	PUBLIC WORKS	252.80
Total ALRO STEEL CORPORATION:			252.80
AMALGAMATED SERVICES	REPLACEMENT DRIVES FOR PD BACK UP SERVER	MANAGER'S OFFICE	875.96
Total AMALGAMATED SERVICES:			875.96
AMAZON CAPITAL SERVICES IN	CREDIT MEMO	FIRE DEPARTMENT	6.99-
AMAZON CAPITAL SERVICES IN	REPLACEMENT BATTERIES FOR FD FLIP PHONES	MANAGER'S OFFICE	48.42
AMAZON CAPITAL SERVICES IN	OFFICE SUPPLIES	MANAGER'S OFFICE	11.98
AMAZON CAPITAL SERVICES IN	FARMERS MARKET GAME	MANAGER'S OFFICE	42.78
AMAZON CAPITAL SERVICES IN	MANAGEMENT IN THE FIRE SERVICE TRAINING BOOK	FIRE DEPARTMENT	130.67
AMAZON CAPITAL SERVICES IN	POE SWITCH FOR CAMERAS PW	MANAGER'S OFFICE	49.99
AMAZON CAPITAL SERVICES IN	ICE MAKER ASSEMBLY	FIRE DEPARTMENT	66.98
AMAZON CAPITAL SERVICES IN	REPLACEMENT KEYBOARD FOR AMBULANCE	MANAGER'S OFFICE	308.69
AMAZON CAPITAL SERVICES IN	REFURB KEYBOARD FOR AMBULANCE	MANAGER'S OFFICE	304.53
AMAZON CAPITAL SERVICES IN	PATCH CABLES	MANAGER'S OFFICE	142.02
AMAZON CAPITAL SERVICES IN	FARMERS MARKET GIVEAWAY	MANAGER'S OFFICE	36.71
AMAZON CAPITAL SERVICES IN	OFFICE SUPPLIES	MANAGER'S OFFICE	35.99
Total AMAZON CAPITAL SERVICES INC:			1,171.77
ANDREWS PRINTING	CITATION & NOTICE FORMS	POLICE DEPARTMENT	758.00
ANDREWS PRINTING	TRAFFIC STOP CARDS	POLICE DEPARTMENT	1,143.00
Total ANDREWS PRINTING:			1,901.00
ARTISTIC ENGRAVING	BADGES	POLICE DEPARTMENT	182.90
Total ARTISTIC ENGRAVING:			182.90
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	8,604.00
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE	ASSETS	8,766.45
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,071.80
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL	ASSETS	2,077.80
Total AVALON PETROLEUM COMPANY:			21,520.05
B ALLAN GRAPHICS	INSPECTION DOOR HANGERS	FIRE DEPARTMENT	195.00
Total B ALLAN GRAPHICS:			195.00

Name	Description	DEPARTMENT	Net Invoice Amount
C & T LAWN AND LANDSCAPE	2147 RIDGE RD - FRONT	FIRE DEPARTMENT	70.00
C & T LAWN AND LANDSCAPE	JULY MOWING	PUBLIC WORKS	2,700.00
Total C & T LAWN AND LANDSCAPE:			2,770.00
CALUMET CITY PLUMBING	SEWER REPAIR WORK	PUBLIC WORKS	2,823.60
Total CALUMET CITY PLUMBING:			2,823.60
CANTAFIO BRIAN	CDL PHYSICAL REIMBURSEMENT	PUBLIC WORKS	89.00
Total CANTAFIO BRIAN:			89.00
CHANDLER SERVICES INC	SERVICE FOR FIRE APPARATUS	FIRE DEPARTMENT	3,697.50
CHANDLER SERVICES INC	SERVICE FOR FIRE APPARATUS	FIRE DEPARTMENT	1,114.21
CHANDLER SERVICES INC	PIERCE ARROW	FIRE DEPARTMENT	390.00
CHANDLER SERVICES INC	PIERCE ARROW	FIRE DEPARTMENT	249.39
Total CHANDLER SERVICES INC:			5,451.10
CHEVROLET OF HOMEWOOD	WATER DEPT REPAIR PARTS	PUBLIC WORKS	136.57
CHEVROLET OF HOMEWOOD	STREET DEPT REPAIR PARTS	PUBLIC WORKS	371.84
Total CHEVROLET OF HOMEWOOD:			508.41
CHICAGO COMMUNICATIONS L	VEHICLE REPLACEMENT EQUIPMENT PD	PUBLIC WORKS	1,400.92
Total CHICAGO COMMUNICATIONS LLC:			1,400.92
CITY OF CHICAGO HEIGHTS	WATER PURCHASED 6/1/2025-6/30/2025	PUBLIC WORKS	340,126.85
Total CITY OF CHICAGO HEIGHTS:			340,126.85
COMCAST BUSINESS CORP	INTERNET VH & NETWORK PW	MANAGER'S OFFICE	1,756.08
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE-DIRECT DIAL	MANAGER'S OFFICE	446.92
Total COMCAST BUSINESS CORP:			2,203.00
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	352.00
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	3,100.00
Total COOK COUNTY CLERK:			3,452.00
COOK COUNTY DEPT OF PUBLI	HEALTH INSPECTIONS APRIL-JUNE 2025	MANAGER'S OFFICE	900.00
Total COOK COUNTY DEPT OF PUBLIC HEALTH:			900.00
COSTELLO WHOLESALE FLOO	FLOORING	PUBLIC WORKS	2,588.72
COSTELLO WHOLESALE FLOO	FLOORING DEPOSIT	PUBLIC WORKS	3,031.76
COSTELLO WHOLESALE FLOO	FLOORING DEPOSIT	PUBLIC WORKS	1,098.08
Total COSTELLO WHOLESALE FLOOR CO:			6,718.56
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	132.06
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	381.04
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	331.21
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	702.75

Name	Description	DEPARTMENT	Net Invoice Amount
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	421.25
CURRIE MOTORS	LM REPAIR PARTS	PUBLIC WORKS	111.43
CURRIE MOTORS	STREET DEPT REPAIR PARTS	PUBLIC WORKS	103.55
CURRIE MOTORS	STREET DEPT REPAIR PARTS	PUBLIC WORKS	245.01
CURRIE MOTORS	SQUAD 10 REPLACEMENT	PUBLIC WORKS	45,574.00
Total CURRIE MOTORS:			48,002.30
CVB	HOTEL TAX - JULY 2025 LA BANQUE	ASSETS	921.08
Total CVB:			921.08
DANIEL WARNING	BOND REFUND FOR 18462 DIXIE HIGHWAY	ASSETS	1,550.00
Total DANIEL WARNING:			1,550.00
DAVE LOTZ	80% MEDICARE SUPPLEMENTAL REIMBURSEMENT	MANAGER'S OFFICE	663.33
Total DAVE LOTZ:			663.33
DENNIS GIOMETTI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,011.30
Total DENNIS GIOMETTI:			1,011.30
EBERT JANICE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	692.82
Total EBERT JANICE:			692.82
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	326.67
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	427.98
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	389.65
Total EXPERT CHEMICAL:			1,144.30
FAIRVIEW REALTY GROUP	RECORDS APPLICANT BACKGROUND CHECK	MANAGER'S OFFICE	25.00
Total FAIRVIEW REALTY GROUP:			25.00
FLEET SAFETY SUPPLY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	295.06
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PD	PUBLIC WORKS	9,900.24
FLEET SAFETY SUPPLY	VEHICLE PURCHASE EQUIPMENT - PD	PUBLIC WORKS	8,269.03
Total FLEET SAFETY SUPPLY:			18,464.33
FORD OF HOMEWOOD	OPERATING SUPPLIES PW	PUBLIC WORKS	34.96
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	30.00
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	95.28
FORD OF HOMEWOOD	EXHAUST EMISSION	FIRE DEPARTMENT	112.44
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	25.99
Total FORD OF HOMEWOOD:			298.67
FOSTER COACH SALES INC	LED MARKER	FIRE DEPARTMENT	175.50
Total FOSTER COACH SALES INC:			175.50
GFC LEASING	COPIER METERS	MANAGER'S OFFICE	852.42

Name	Description	DEPARTMENT	Net Invoice Amount
Total GFC LEASING:			852.42
HELSEL JEPPERSON ELECTRI	BOOSTER STATION SUPPLIES	PUBLIC WORKS	36.44
Total HELSEL JEPPERSON ELECTRICAL:			36.44
HISKES, DILLNER, O'DONNELL	CONTRACT/CONSULTING SERVICE	MANAGER'S OFFICE	623.50
Total HISKES, DILLNER, O'DONNELL:			623.50
HOMER TREE CARE INC	TREE REMOVALS	PUBLIC WORKS	12,500.00
Total HOMER TREE CARE INC:			12,500.00
HOMEWOOD DISPOSAL	DUMP CHARGES	PUBLIC WORKS	88.00
Total HOMEWOOD DISPOSAL:			88.00
HOMEWOOD FOREIGN FIRE TA	IRMA GRANT PAYMENT	ASSETS	2,500.00
Total HOMEWOOD FOREIGN FIRE TAX:			2,500.00
HOMEWOOD-FLOSSMOOR CH	CHRONICLE AD	MANAGER'S OFFICE	420.00
Total HOMEWOOD-FLOSSMOOR CHRONICLE:			420.00
HR GREEN INC	PLAN REVIEWS FOR FEBRUARY 2025	FIRE DEPARTMENT	3,239.25
HR GREEN INC	PLAN REVIEWS FOR JULY 2025	FIRE DEPARTMENT	5,980.00
Total HR GREEN INC:			9,219.25
I.D.E.S.	Q2 2025 UNEMPLOYMENT	MANAGER'S OFFICE	3,469.50
Total I.D.E.S.:			3,469.50
ILLINOIS CHAPTER IAA	CLIMBING CLASS	PUBLIC WORKS	660.00
Total ILLINOIS CHAPTER IAA:			660.00
ILLINOIS TOLLWAY	ILLINOIS TOLLWAY TOLLS	FIRE DEPARTMENT	37.85
Total ILLINOIS TOLLWAY:			37.85
INTERSTATE BATTERY	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	259.47
Total INTERSTATE BATTERY:			259.47
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	1,569.55
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	241.79
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	780.48
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	19.60
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	44.88
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	403.74
JONES PARTS & SERVICE INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	46.52
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	2,058.66

Name	Description	DEPARTMENT	Net Invoice Amount
Total JONES PARTS & SERVICE INC:			5,165.22
KUSTOM SIGNALS INC	VEHICLE PURCHASE EQUIPMENT PD	PUBLIC WORKS	2,834.48
Total KUSTOM SIGNALS INC:			2,834.48
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN LTD:			3,666.67
LAUTERBACH & AMEN LLP	GASB 74/75	MANAGER'S OFFICE	4,820.00
Total LAUTERBACH & AMEN LLP:			4,820.00
LBM TOOLS LLC	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	109.50
Total LBM TOOLS LLC:			109.50
LEE ENTERPRISES	VILLAGE KEY SUMMER 2025	MANAGER'S OFFICE	1,505.00
Total LEE ENTERPRISES:			1,505.00
LEEPS SUPPLY CO INC	PLUMBING REPAIR SUPPLIES	PUBLIC WORKS	464.21
Total LEEPS SUPPLY CO INC:			464.21
LEXISNEXIS RISK DATA MANAG	BACKGROUND CHECKS	POLICE DEPARTMENT	200.00
Total LEXISNEXIS RISK DATA MANAGEMENT:			200.00
LINDEN GROUP INC	ARCHITECT SERVICES FOR AUDITORIUM	PUBLIC WORKS	28,175.00
Total LINDEN GROUP INC:			28,175.00
M & M GLASS SERVICE	WINDSHIELD	FIRE DEPARTMENT	400.00
Total M & M GLASS SERVICE:			400.00
MARLA YOUNGBLOOD	FOURTH OF JULY PARADE CANDY	MANAGER'S OFFICE	92.01
Total MARLA YOUNGBLOOD:			92.01
MCMASTER CARR SUPPLY CO	FIRST AID SUPPLIES	PUBLIC WORKS	1,510.67
MCMASTER CARR SUPPLY CO	FIRST AID SUPPLIES	PUBLIC WORKS	1,000.00
MCMASTER CARR SUPPLY CO	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	190.83
MCMASTER CARR SUPPLY CO	SAFETY SIGNS FOR VILLAGE HALL	PUBLIC WORKS	52.70
MCMASTER CARR SUPPLY CO	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	784.68
Total MCMASTER CARR SUPPLY CO:			3,538.88
MENARDS INC	POWER STRIP	FIRE DEPARTMENT	8.99
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	15.99
MENARDS INC	CREDIT BALANCE REFUND-UTILITY	PUBLIC WORKS	2,211.99
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	23.11
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	599.81
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	33.55

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	HOSE PARTS	PUBLIC WORKS	166.84
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	8.98
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	64.01
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	55.42
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	174.55
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	256.77
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	23.63
MENARDS INC	IRRIGATION PARTS	PUBLIC WORKS	422.08
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	49.80
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	204.54
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	117.00
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	373.62
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	100.96
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	48.90
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	319.11
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	36.63
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	36.27
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	33.99
Total MENARDS INC:			5,386.54
MICHAEL HOGER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	485.47
Total MICHAEL HOGER:			485.47
MICHAEL NICKOLAOU	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	218.96
Total MICHAEL NICKOLAOU:			218.96
MIDLAND EQUIPMENT COMPA	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	3,742.25
Total MIDLAND EQUIPMENT COMPANY OF MI INC:			3,742.25
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	78.76
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	18.66
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	55.97
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	35.41
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	19.57
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	99.99
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	143.93
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	29.04
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	49.26
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	97.84
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	24.94
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	61.94
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	22.44
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	28.92
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	13.68
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	29.04
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	149.82
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	34.60
MONARCH AUTO SUPPLY INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	13.59
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	352.67
MONARCH AUTO SUPPLY INC	PARTS RETURN CREDIT	PUBLIC WORKS	24.93-
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	19.44

Name	Description	DEPARTMENT	Net Invoice Amount
Total MONARCH AUTO SUPPLY INC:			1,354.58
MULTISYSTEM MANAGEMENT	JANITORIAL SERVICES VILLAGE WIDE	PUBLIC WORKS	3,466.65
Total MULTISYSTEM MANAGEMENT COMPANY:			3,466.65
NORTHERN TOOL	EVENT PURCHASE MATERIALS	PUBLIC WORKS	4,437.48
Total NORTHERN TOOL:			4,437.48
OLD NATIONAL BANK/FD	OVEN REPAIR - BALANCE	FIRE DEPARTMENT	572.25
OLD NATIONAL BANK/FD	OVEN REPAIR - DEPOSIT	FIRE DEPARTMENT	572.25
OLD NATIONAL BANK/FD	CAPTAINS LOCKER ROOM NAME PLATE	FIRE DEPARTMENT	36.99
OLD NATIONAL BANK/FD	UNIFORMS	FIRE DEPARTMENT	289.60
OLD NATIONAL BANK/FD	REPAIRMAN FOR FRIDGE	FIRE DEPARTMENT	129.00
OLD NATIONAL BANK/FD	FULL TIME TRAINING	FIRE DEPARTMENT	100.00-
Total OLD NATIONAL BANK/FD:			1,500.09
OLD NATIONAL BANK/FIN	ANNUAL GFOA MEMBERSHIP	MANAGER'S OFFICE	225.00
Total OLD NATIONAL BANK/FIN:			225.00
OLD NATIONAL BANK/MO	3CMA CONFERENCE	MANAGER'S OFFICE	10.80-
OLD NATIONAL BANK/MO	APPLE MUSIC MONTHLY JULY	MANAGER'S OFFICE	10.99
OLD NATIONAL BANK/MO	CITZENS ACADEMY MIXER	MANAGER'S OFFICE	147.03
OLD NATIONAL BANK/MO	NNO PRIZES FOR BALLOON TOSS	MANAGER'S OFFICE	25.83
OLD NATIONAL BANK/MO	NNO PRIZES FOR BALLOON TOSS	MANAGER'S OFFICE	129.16
OLD NATIONAL BANK/MO	APC BACKUP PW	MANAGER'S OFFICE	214.99
OLD NATIONAL BANK/MO	ROCK WALL NATIONAL NIGHT OUT	MANAGER'S OFFICE	1,460.00
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	1,615.39
OLD NATIONAL BANK/MO	COMCAST CONSOLIDATED BILLING	MANAGER'S OFFICE	21.59
OLD NATIONAL BANK/MO	CONSTANT CONTACT JULY	MANAGER'S OFFICE	175.00
OLD NATIONAL BANK/MO	PARKING HANDOUTS	MANAGER'S OFFICE	360.00
OLD NATIONAL BANK/MO	BREAKFAST MEETING	MANAGER'S OFFICE	221.71
OLD NATIONAL BANK/MO	SYMPATHY GIFT	MANAGER'S OFFICE	117.58
OLD NATIONAL BANK/MO	FOOD FOR AUDITORIUM FOCUS GROUP	MANAGER'S OFFICE	86.81
OLD NATIONAL BANK/MO	LICENSING REBALANCE	MANAGER'S OFFICE	18.15
OLD NATIONAL BANK/MO	NNO ENTERTAINMENT	MANAGER'S OFFICE	950.00
OLD NATIONAL BANK/MO	EVENT PURCHASE	PUBLIC WORKS	3,265.29
OLD NATIONAL BANK/MO	TABLES FOR FARMERS MARKET	MANAGER'S OFFICE	140.00
OLD NATIONAL BANK/MO	ZOOM ANNUAL WEBINAR	MANAGER'S OFFICE	149.90
OLD NATIONAL BANK/MO	ZOOM MONTHLY JULY	MANAGER'S OFFICE	48.00
Total OLD NATIONAL BANK/MO:			9,146.62
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	174.35
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	41.96
OLD NATIONAL BANK/PD	CRIME PREVENTION MATERIALS	POLICE DEPARTMENT	201.45
OLD NATIONAL BANK/PD	CRIME PREVENTION MATERIALS	POLICE DEPARTMENT	235.51
OLD NATIONAL BANK/PD	CONFERENCE REGISTRATION	POLICE DEPARTMENT	1,180.00
OLD NATIONAL BANK/PD	OFFICE SUPPLIES	POLICE DEPARTMENT	50.79
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	200.92
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	497.34
OLD NATIONAL BANK/PD	EVIDENCE SUPPLIES	POLICE DEPARTMENT	97.35

Name	Description	DEPARTMENT	Net Invoice Amount
Total OLD NATIONAL BANK/PD:			2,679.67
OLD NATIONAL BANK/PW	CDL TESTING	PUBLIC WORKS	200.00
OLD NATIONAL BANK/PW	BUILDING MAINT SUPPLIES	PUBLIC WORKS	305.19
OLD NATIONAL BANK/PW	EVENT PURCHASE MATERIALS	PUBLIC WORKS	3,188.88
OLD NATIONAL BANK/PW	BUILDING MAINT SUPPLIES	PUBLIC WORKS	617.98
OLD NATIONAL BANK/PW	BUILDING MAINT SUPPLIES	PUBLIC WORKS	243.09
OLD NATIONAL BANK/PW	BUILDING MAINT SUPPLIES	PUBLIC WORKS	438.00
OLD NATIONAL BANK/PW	FILTERS	PUBLIC WORKS	159.95
OLD NATIONAL BANK/PW	BUILDING MAINT TOOLS	PUBLIC WORKS	696.00
OLD NATIONAL BANK/PW	EVENT PURCHASES MATERIALS	PUBLIC WORKS	499.98
OLD NATIONAL BANK/PW	REPLACMENT PLATE - M128331	PUBLIC WORKS	7.00
OLD NATIONAL BANK/PW	PLATE TRANSFER & REPLACEMENT PLATE	PUBLIC WORKS	37.00
OLD NATIONAL BANK/PW	FLEET SUPPLIES	PUBLIC WORKS	411.19
Total OLD NATIONAL BANK/PW:			6,804.26
PERFORMANCE DETAILING	VEHICLE REPLACEMENT EQUIPMENT PD	PUBLIC WORKS	120.00
Total PERFORMANCE DETAILING:			120.00
PITNEY BOWES	POSTAGE METER RENTAL	MANAGER'S OFFICE	135.75
Total PITNEY BOWES:			135.75
RAMONA THOMAS	REFUND	ASSETS	102.60
Total RAMONA THOMAS:			102.60
RAYMOND MCCALLUM	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	721.27
Total RAYMOND MCCALLUM:			721.27
RED WING BUSINESS ADVANT	WORK BOOTS (FOLEY)	PUBLIC WORKS	500.00
Total RED WING BUSINESS ADVANTAGE:			500.00
REID & PEDERSON	RESIDENTIAL TELEVISING	PUBLIC WORKS	600.00
Total REID & PEDERSON:			600.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	FIRE DEPARTMENT	38.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	38.00
Total RELIANCE SAFETY LANE & SERVICE:			76.00
SAFETY KLEEN	CONTRACTUAL SERV - PW	PUBLIC WORKS	332.68
Total SAFETY KLEEN:			332.68
SEBIS - POSTAGE	SEBIS POSTAGE	PUBLIC WORKS	3,483.07
Total SEBIS - POSTAGE:			3,483.07
SEBIS DIRECT INC	SEBIS DIRECT	PUBLIC WORKS	688.20

Name	Description	DEPARTMENT	Net Invoice Amount
Total SEBIS DIRECT INC:			688.20
SECRETARY OF STATE	TITLE CORRECTION #04	PUBLIC WORKS	50.00
Total SECRETARY OF STATE:			50.00
SERVICE SANITATION INC	PORTABLE SANITATION - NATIONAL NIGHT OUT	MANAGER'S OFFICE	149.00
SERVICE SANITATION INC	PORTABLE SANITATION - FARMERS MARKET	MANAGER'S OFFICE	267.55
Total SERVICE SANITATION INC:			416.55
SHARK SHREDDING INC	MONTHLY SHREDDING	FIRE DEPARTMENT	66.00
Total SHARK SHREDDING INC:			66.00
SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS	PUBLIC WORKS	79.98
Total SHOREWOOD HOME AND AUTO INC:			79.98
SOUND INCORPORATED	MONTHLY HOSTED SERVICES FEE	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SIDE CONTROL SUPPL	HVAC REPAIRS - PW	PUBLIC WORKS	166.98
Total SOUTH SIDE CONTROL SUPPLY CO:			166.98
SOUTH SUBURBAN PADS	PADS CONTRIBUTION	ASSETS	229.00
Total SOUTH SUBURBAN PADS:			229.00
SWIFT SAW & TOOL SUPPLY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	360.00
SWIFT SAW & TOOL SUPPLY	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	19.80
Total SWIFT SAW & TOOL SUPPLY:			379.80
TALLGRASS RESTORATION LL	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,700.00
Total TALLGRASS RESTORATION LLC:			3,700.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	126.00
Total TERMINIX PROCESSING CNTR:			126.00
THIRD DISTRIC FIRE CHIEF AS	FUEL	FIRE DEPARTMENT	70.00
Total THIRD DISTRIC FIRE CHIEF ASSOCIATION:			70.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	368.00
Total THOMPSON ELEVATOR INSPECTION:			368.00
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	93,226.94
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,348.93

Name	Description	DEPARTMENT	Net Invoice Amount
Total THORN CREEK BASIN SAN DISTRICT:			94,575.87
TRACE ANALYTICS INC	BREATHING APPARATUS	FIRE DEPARTMENT	97.00
Total TRACE ANALYTICS INC:			97.00
TRL TIRE SERVICE	TIRES	PUBLIC WORKS	261.50
TRL TIRE SERVICE	TIRES	PUBLIC WORKS	132.00
TRL TIRE SERVICE	TIRES	PUBLIC WORKS	1,181.44
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	261.50
Total TRL TIRE SERVICE:			1,836.44
TRUGREEN	LAWN SERVICE - BRIAN CAREY	FIRE DEPARTMENT	60.00
TRUGREEN	BCTC - GRUB PREVENTION	FIRE DEPARTMENT	105.00
TRUGREEN	BCTC LAWN SERVICE	FIRE DEPARTMENT	60.00
Total TRUGREEN:			225.00
ULINE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	171.97
ULINE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	174.61
Total ULINE:			346.58
USA BLUEBOOK	OPERATING SUPPLIES PW	PUBLIC WORKS	106.28
USA BLUEBOOK	ADMIN REPAIR PARTS	PUBLIC WORKS	95.36
Total USA BLUEBOOK:			201.64
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	130.00
Total UTERMARK & SONS QUALITY LAWNCARE CO:			130.00
VITAL RECORDS CONTROL	SHREDDING	POLICE DEPARTMENT	111.20
Total VITAL RECORDS CONTROL:			111.20
WAREHOUSE DIRECT OFFICE	PAPER	FIRE DEPARTMENT	61.70
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	163.61
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	11.99
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	111.49
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	173.74
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	83.47
Total WAREHOUSE DIRECT OFFICE PDTS:			606.00
WEATHERPROFFING TECHNOL	MUNICIPAL FACILITIES ROOF REPLACEMENTS	PUBLIC WORKS	5,900.00
Total WEATHERPROFFING TECHNOLOGIES INC:			5,900.00
WENTWORTH TIRE SERVICE IN	2801 TAHOE TIRES	FIRE DEPARTMENT	669.99
WENTWORTH TIRE SERVICE IN	VEHICLE TIRES-PW	PUBLIC WORKS	1,480.50
WENTWORTH TIRE SERVICE IN	PW TIRE RECYCLE	PUBLIC WORKS	174.00
Total WENTWORTH TIRE SERVICE INC:			2,324.49

Name	Description	DEPARTMENT	Net Invoice Amount
WISCO	OXYGEN - FD	FIRE DEPARTMENT	254.43
Total WISCO:			254.43
WORKING WELL	CDL DOT PHYSICAL RECERTIFICATION	PUBLIC WORKS	83.00
Total WORKING WELL:			83.00
WS DARLEY & CO	RUBBER BOOTS	PUBLIC WORKS	225.94
Total WS DARLEY & CO:			225.94
Grand Totals:			723,929.49

Dated: _____

Village Clerk: _____

PROCLAMATION

WHEREAS, economic development and community development are essential functions of the Village of Homewood to ensure economic vitality, sustainable growth, high quality of life, and sound development practices within the Village limits;

WHEREAS, such functions rely on highly trained staff with diverse skillsets and backgrounds, who are dedicated and positively contribute to the Village through the work of economic and community development and to the support of the development of local young professionals and youth eager to contribute to these functions in Homewood and beyond;

WHEREAS, in 2025, the Village of Homewood dedicated a new internship position within the Village Manager's Office to mentor and train with the Village's economic and community development staff, for a youth or student interested in a future career in urban planning, economic development, or public administration;

WHEREAS, Mr. Joshua Carillos of Chicago Heights, Illinois, joined the Village of Homewood's staff as Economic and Community Development Intern in June 2025 to support ongoing economic and community development projects currently underway in the Village; and

WHEREAS, Mr. Joshua Carillos provided invaluable contributions to the economic and community development initiatives of the Village, completing critical data analysis, collecting best practices for various community development projects, and providing essential insight and support for ongoing Village initiatives and programs with mentorship from Village staff;

THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood, Illinois do hereby present this proclamation to Mr. Joshua Carillos for his dedicated service to the Village, and I urge all of our citizens to join the Village Board of Trustees and Village Staff in recognizing and honoring the contributions of Joshua's work for the well-being and quality-of-life of Village residents, as well as his demonstration of exemplary civic engagement, volunteerism, and dedication to public service during his tenure with the Village.

In witness whereof I have set my hand and caused the seal of the Village of Homewood to be affixed hereto this 26th day of August, 2025.

_____

Village President

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Denise McGrath, Chief of Police

Topic: Oath of Office – Giovanni Lopez, Lucas Huerta, and Hailey Gibbs – Police Officers

PURPOSE

Staff requests the Village Clerk administer the oath of office to Officer Giovanni Lopez, Officer Lucas Huerta, and Officer Hailey Gibbs for the position of police officer.

PROCESS

Giovanni Lopez, Lucas Huerta, and Hailey Gibbs applied for the position of police officer through the Board of Fire and Police Commissioners' Police Officer Entry Level process. Through that process, the Board of Fire and Police Commission met on March 25, 2025 to consider issuing conditional offers of employment following a review of background reports. The commissioners voted unanimously in favor of extending offers of conditional employment, which were contingent upon successful completion of polygraph, psychological, and medical exams.

Officer Lopez, Officer Huerta, and Officer Gibbs successfully completed all exams and subsequently attended the Cook County Sheriff's Basic Law Enforcement Police Training Academy which began on May 5, 2025. All three (3) officers graduated from the academy on August 21, 2025 and are scheduled to enter the Homewood Police Department Field Training Program on August 25, 2025.

The addition of our three (3) new officers increases the Homewood Police Department's full-time sworn police officer roster to forty-four (44).

Backgrounds

Officer Lopez graduated from Horizon Science Academy McKinley Park in 2020. He was previously employed as a paraprofessional, recruiter, and personal trainer.

Officer Huerta graduated from Thornton Fractional South High School in 2022 and attended South Suburban College. He was previously employed as a manager at the Homewood Chick-fil-A restaurant.

Officer Gibbs graduated from Oak Forest High School in 2022. She obtained an Associate in General Studies degree from Moraine Valley Community College, with a focus on psychology and criminal justice. She was previously employed by Delta Sonic as a customer advisor and location sales manager.

OUTCOME

Welcome Officer Lopez, Officer Huerta, and Officer Gibbs to the Police Department and Village.

FINANCIAL IMPACT

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

LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Request the Village Clerk administer the Oath of Office to Officer Giovanni Lopez, Officer Lucas Huerta, and Officer Hailey Gibbs for the position of police officer.

ATTACHMENT(S)

None

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Zoning Text Amendment - Village Sign Code Update

PURPOSE

The Village Sign Code, Section 30 of the Code of Ordinances, contains the Village's regulations for any property owner or applicant seeking to install signage within Village limits. The regulations dictate sign form and construction requirements. The regulations also define Village procedures related to the approval of signs.

The Village initiated a process to overhaul the Village Sign Code in late 2023. The last major amendment to the Village Sign Code was completed in 1997, with another set of minor amendments completed in 2004. The Appearance Commission reviews and approves sign variances and the Appearance Plan (established in 1998). The Appearance Plan provides additional design guidelines for signage in the Village. The current Sign Code predates the Appearance Commission (also established in 1998).

The Sign Code also predates the recently adopted new zoning ordinance by 26 years. Since the adoption of the current Sign Code, there have been broad changes to how signs are designed and reviewed, including changes in signage and lighting technology and the rising popularity of new sign types. Over the past three (3) decades, there have also been major shifts in legal precedent surrounding sign regulation and its role in protecting constitutional rights of free speech and expression through signage. The built environment of Homewood has seen significant changes since the adoption of the current Village Sign Code, including new development in the downtown area and changing development demands in the Village's other commercial corridors. A new Sign Code is necessary to modernize the Sign Code to respond to changes in the legal, technological, and aesthetic surrounding signage.

The proposed Sign Code is designed to achieve the following goals for the Village:

1. Improve the organization of the sign code for easier use and administration by Village staff, officials, developers/applicants, and members of the public.
2. Address current federal and state legal requirements, including content neutrality and other freedom of speech protections.

3. Add new permitted sign types and provide more specific regulations for permitted sign types.
4. Integrate new sign technologies and materials into Village sign regulations, including LED signs and electronic changeable message signs.
5. Create new sign review procedures which clarify sign allowances and ensure cohesive signage for multi-tenant centers/sites with multiple buildings.
6. Add review procedures for murals and public art installations.
7. Create guidelines designed to improve the aesthetic quality of signage based on community feedback and previous sign review history.
8. Clarify the authority and procedural requirements of the Appearance Commission, and add Appearance Commission powers and duties into the Zoning Ordinance.
9. Design sign requirements and new sign procedures to reduce the number of sign variances applied for within the Village, particularly related to the number and placement of business signage.
10. Modernize sign regulations with the use of visuals, modern code organization practices, and administration guides.
11. Align Village sign regulations with best practices in community planning, as well as regulations found in peer and aspirational communities in suburban Chicagoland.

PROCESS

Village staff worked throughout 2024 to draft the new Sign Code. Village staff gathered feedback from members of the Appearance Commission on priorities for new sign regulations. Staff also completed outreach to numerous other communities in the Chicagoland region who had recently updated sign ordinances to learn best practices and other lessons learned. Staff hosted several public input sessions to inform the public about potential changes to the Sign Code and offer opportunities for Homewood residents to provide comments on sign regulation in the Village.

In December 2024, staff finalized a draft of the Sign Code. After completing the draft, Village staff held three public workshops with the Appearance Commission to present different sections of the proposed Code and gather public feedback. Following the workshops, staff prepared a final draft of the proposed Sign Code. The proposed code language was thoroughly reviewed by Village Attorney Chris Cummings.

OUTCOME

On May 1, 2025, the Appearance Commission held a public meeting to consider approval of the proposed Sign Code. The Appearance Commission voted unanimously (7-0) to recommend approval of the proposed Sign Code.

On May 22, 2025, the Planning and Zoning Commission held a public hearing to consider a text amendment to the Zoning Ordinance to add the proposed Sign Code. The Planning and Zoning Commission voted unanimously (6 to 0) to recommend approval of the addition of the Sign Code to the Zoning Ordinance.

The Planning and Zoning Commission entered the following Findings of Fact into the record:

1. The current Village Sign Code is located in Section 30 of the Village Code of Ordinances.
2. The current Village Sign Code was adopted in 1997.
3. Upon completion of research and assessment of current signage conditions, signage best practices, and future land use plans, the Village has initiated a text amendment to update and reorganize the Village Sign Code.
4. The Village proposes the creation of a new section (Section 44-10) within the Zoning Ordinance (Chapter 44 of the Code of Ordinances) to unify all development regulations, formalize sign review and design review procedures, and simplify development regulations in the Village.
5. The Village also proposes the addition of subsections in Zoning Procedures (Section 44-07) to allow for the creation of formal procedures for sign reviews, sign variances, appearance reviews, and other reviews conducted by the Appearance Commission.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance approving a Text Amendment to the Zoning Ordinance to add Section 44-10, the Village Sign Code; amend Subsection 44-04-14 to classify murals and public art installations as accessory structures subject to accessory use and structure requirements; and amend Section 44-07 to establish development review procedures for sign permits, sign variances, comprehensive sign plans, appearance reviews, and public art and mural reviews.

ATTACHMENT(S)

- Ordinance
- Proposed Sign Code (dated June 26, 2025)

ORDINANCE NO. MC-1089

AN ORDINANCE ADOPTING A COMPREHENSIVE AMENDMENT TO VILLAGE OF HOMEWOOD'S SIGN CODE

WHEREAS, Section 11-13-1 of the Illinois Municipal Code (65 ILCS 5/11-13-1) authorizes the corporate authorities enact zoning regulations, including dividing the entire municipality into districts of such number, shape, area, and of such different classes (according to use of land and buildings, height and bulk of buildings, intensity of the use of lot area, area of open spaces, or other classification) as may be deemed best suited to promote public health, safety, comfort, morals, and welfare, conserve the taxable value of land and buildings throughout the municipality, lessen congestion, and for other authorized purposes; and

WHEREAS, Section 11-80-15 of the Illinois Municipal Code (65 ILCS 5/11-80-15) authorizes the corporate authorities of Illinois municipalities to regulate the character and control the location of billboards, sign boards, and signs upon vacant property and buildings; and

WHEREAS, the last comprehensive amendment to the Village Sign Code was completed in 1997; and

WHEREAS, the President and Board of Trustees of the Village of Homewood have determined that a comprehensive amendment of the Village's Sign Code is necessary and appropriate to promote health, safety and public welfare; protect and improve the aesthetic and economic conditions of the Village; uphold constitutional protections for Village residents and property owners; address changing signage needs for Village businesses, property owners and residents; and establish comprehensive and publicly accountable procedures for the review of signage on private property; and

WHEREAS, for the previous 18 months, Village staff have engaged with Village residents and members of the Appearance Commission through public workshops and other public engagement events to develop and prepare recommendations for a comprehensive update to the Village Sign Code; and

WHEREAS, the Village conducted three public workshops between January and March 2025, to present draft recommendations and provide opportunities for public feedback and comments; and

WHEREAS, the Village extensively publicized the public workshops, public engagement events, and public meetings related to the proposed update of the Village Sign Code, and utilized social media and other communication strategies to regularly communicate to Village residents and stakeholders the details of the proposed changes to the Village Sign Code; and

WHEREAS, after completion of the public workshops, the Appearance Commission conducted a public meeting on May 1, 2025, and voted 7-0 to recommend approval of the revised Sign Code text by the Village Board of Trustees; and

WHEREAS, after conducting public engagement opportunities, public workshops, and a public meeting of the Appearance Commission, the Village published notice of a public hearing before the Planning and Zoning Commission as required by Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14) to consider revising the Village Zoning Ordinance by inclusion of the Sign Code text in the Village Zoning Ordinance; and

WHEREAS, at the conclusion of the Planning and Zoning Commission public hearing on May 22, 2025, the Commission voted 6-0 to recommend incorporating the proposed Sign Code text into the Village Zoning Ordinance; and

WHEREAS, the President and Board of Trustees find it to be in the best interests of the citizens and businesses within the Village of Homewood to amend the Village Sign Code, including removing Section 30 of the Homewood Municipal Code and adding Section 44-10 to the Village Zoning Ordinance.

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

SECTION ONE – FINDINGS OF FACT:

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

1. The current Village Sign Code is located in Section 30 of the Homewood Municipal Code; and
2. The current Village Sign Code was adopted in 1997; and

3. Upon completion of research and assessment of current signage conditions, signage best practices and future land use plans, the Village has initiated a text amendment to update and reorganize the Village Sign Code.
4. The Village proposes the creation of a new section (Section 44-10) within the Zoning Ordinance (Chapter 44 of the Homewood Municipal Code) to unify all development regulations, formalize sign review and design review procedures, and simplify development regulations in the Village.
5. The Village also proposes additional changes to subsections in Zoning Procedures (Section 44-07) to establish procedures for sign reviews, sign variances, appearance reviews, and other reviews conducted by the Appearance Commission.

SECTION TWO – REVISIONS TO THE HOMEWOOD MUNICIPAL CODE AND ZONING ORDINANCE:

The Homewood Municipal Code is amended as follows:

1. Chapter 30 ("Signs") of the Homewood Municipal Code is deleted in its entirety.
2. The following Sections are added to Article 7 of the Homewood Zoning Ordinance, as detailed in pages 41-50 of the attached Exhibit A:
    a. Section 44-07-13, Sign Reviews
    b. Section 44-07-14, Appearance Review
    c. Section 44-07-15, Murals and Art Installations
3. Section 44-10 ("Signage Regulations") is added to the Homewood Zoning Ordinance, as detailed in pages 1-40 of the attached Exhibit A.

SECTION THREE – ADDITIONAL MATERIALS TO BECOME PART OF THIS ORDINANCE:

The following documents are hereby made a part of this ordinance:

1. Homewood Appearance Commission minutes of May 1, 2025, as they relate to the proposed signage regulations and text amendments;
2. Homewood Planning and Zoning Commission minutes of May 22, 2025, as they relate to the proposed signage regulations and text amendments;
3. Homewood Village Board minutes of July 8, 2025, as they relate to the subject text amendments.

SECTION FOUR – REPEALER

All ordinances, resolutions, or orders, or parts thereof, that conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION FIVE – EFFECTIVE DATE:

This Ordinance shall be effective from and after its passage, approval, and publication in accordance with law.

PASSED and APPROVED this 26th day of August 2025.

_____

Village President

_____

Village Clerk

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

VILLAGE OF HOMEWOOD

Proposed Village Sign Code Update

Prepared By: Economic and Community Development Department

Village of Homewood, Illinois

Final DRAFT

July 1, 2025

Village Board of Trustees Review Copy

44-10-01. Intent and Purpose

The purpose of this Section is to ensure the regulation of signage in a manner that is protective of public safety, health, and general welfare while promoting the overall aesthetic quality and maintenance of the Village of Homewood. This Section is written to achieve the following purposes in the interest of the public:

- Protect the safety of motorists and pedestrians through the placement of signage in safe and appropriate locations along public and private streets.
- Ensure contextually appropriate signage that contributes to the scale, form, and overall character of existing or planned development.
- Balance the aesthetic enhancement of the public community with the economic needs and rights of private property owners.
- Regulate signage in a manner that preserves the right to free speech and expression as protected by state and federal law.
- Establish fair and comprehensive procedures for administrative decisions and public review for signage.
- Define and establish property responsibility and courses of action for abandoned and non-conforming signage structures.

44-10-02. Applicability

A. General Applicability

All signs constructed, maintained, displayed, or altered within the Village shall receive an approved sign permit, except those explicitly identified in **Section 44-10-02.B** as exempt from permit requirements. All signs required to receive a sign permit within the Village of Homewood shall be required to conform to all requirements set forth in this Section.

B. Exempt Signs

The following sign types are exempt from sign permit requirements. Exempt sign types shall be subject to the provisions of **Table 44-10-02.B.1.** Exempt sign types constructed in any manner not conforming to the regulations of **Table 44-10-02.B.1** are prohibited unless otherwise explicitly permitted in this Section. Any exempt sign type constructed, maintained, displayed, or altered within the Village shall remain subject to applicable building codes adopted by the Village of Homewood.

Table 44-10-02.B.1. Exempt Signs

Sign Type	Number Permitted	Maximum Size	Other Requirements
Address signs - residential	1 per zoning lot	2 square feet	N/A
Address signs – non-residential	1 per zoning lot	6 square feet	N/A
Contractor-architect signs	1 per construction permit	10 square feet	N/A
Flags of the United States, the State of Illinois, or other local jurisdictions	N/A	N/A	N/A
Holiday decorations	N/A	N/A	N/A
Official flags and emblems	N/A	30 square feet per flagpole	N/A
Personal signs on private property	N/A	32 square feet	N/A
Real estate signs - residential	1 per street frontage	10 square feet	Must be removed within 30 days of property sale
Real estate signs – non-residential	1 per street frontage	32 square feet	Must be removed within 30 days of property sale
Government traffic control signs	N/A	N/A	Must be posted and enforced by a political jurisdiction. Private traffic signs shall be regulated by *instructional sign* requirements in **Section 44-10-06.H.**

C. Regulatory Protections and Restrictions

All sign requirements and sign review procedures shall be subject to the following regulatory protections:

1. In no event shall consideration for approval be based upon the messaging or specific content of any proposed or existing sign.

2. All approved signage shall be accessory to a permitted principal use on any property.

3. In no event shall consideration for approval be based upon the principal use to which a sign is an accessory, except where use restrictions are stated within the content of this chapter.

4. The provisions of this chapter regulating the location, placement, size, projection, height and number of signs or other related structures shall be subject to and may be further restricted by any applicable provision of the present or hereafter adopted zoning ordinance of the Village, including provisions therein relating to nonconforming structures and uses.

5. No proposed construction, installation or alteration of a sign or sign structure shall be regulated in any manner not explicitly stated in the provisions, prohibitions and exemptions stated in this Section.

44-10-03. Prohibited Signs

A. General Prohibitions

It is unlawful to erect or maintain any of the following sign types in any zoning district within the Village of Homewood, except in instances explicitly permitted in this Section:

1. Signs located on fences and walls not part of a building or structure, including both temporary and permanent signs;
2. Signs located on stationary vehicles with the primary purpose of attracting attention or providing messages
3. Signs including illuminated tubing, rope lights, neon lights, and other exposed lighting tracing architectural features or sign components (including any sign messaging);
4. Flashing signs
5. Moving or animated signs
6. Advertising signs
7. Roof signs
8. Signs mounted to trees, utility poles, or other areas not designed to support the installation of a sign or sign component
9. Signs located in public right-of-way, unless explicitly permitted by regulations or exempted from regulation.
10. Off-premises signs

44-10-04. Sign Measurements

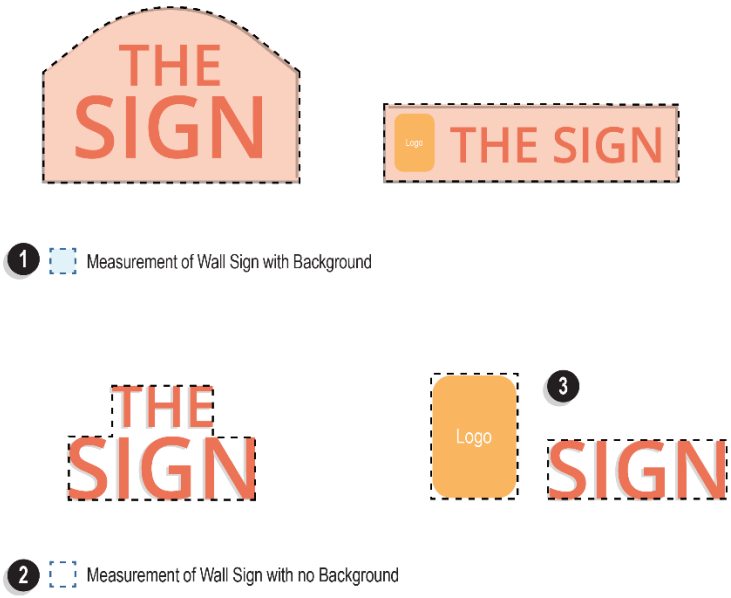
A. Sign Area Measurements

1. Wall Signs

a. **Wall Sign with Background.** For any wall sign that is framed, outlined, painted, or otherwise constructed in a manner that creates a background to differentiate the sign from the structure on which it is placed, the entire area of the sign, including all background colors and features, shall be included in the total sign area. Wall signs with backgrounds shall be measured using the guide in **Figure 44-10-04.A.1.**

b. **Wall Sign with No Background.** For any wall sign that consists of distinct letters, logos, or other elements placed directly on a structure, the area of the sign shall consist of the smallest simple geometry forming a perimeter around the extreme limits of the sign. Wall signs with no background and formed from distinct letters, logos, and other elements shall be measured using the guide in **Figure 44-10-04.A.1.**

Figure 44-10-04.A.1. Wall Sign Area Measurements

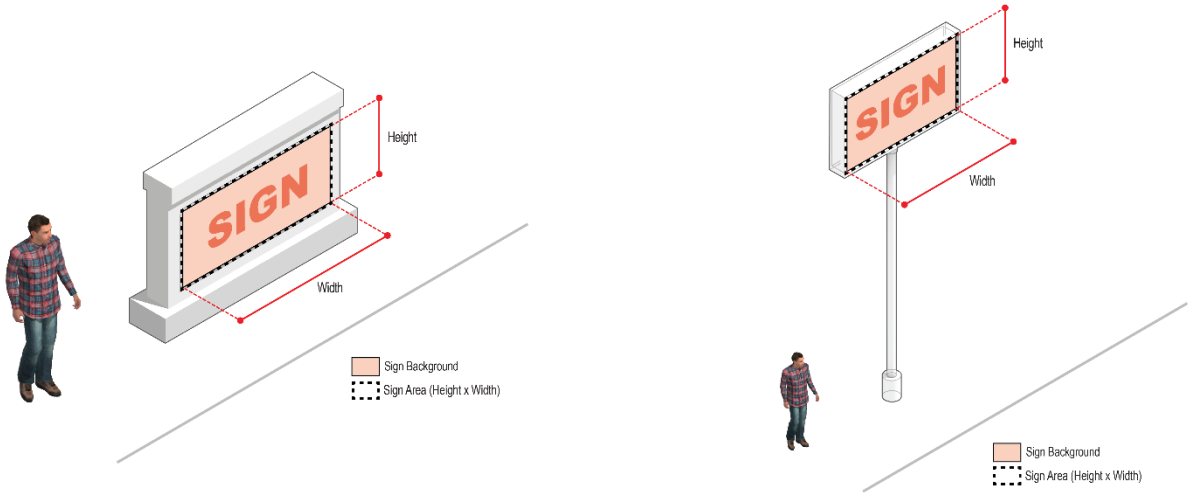


2. Freestanding Signs

a. **Monument Signs.** For any monument sign, the area of the sign shall consist of the smallest geometry forming a perimeter around the sign, including any background. Architectural or structural elements utilized in the design of a monument sign shall not be counted in the sign area. Monument signs shall be measured using the guide in **Figure 44-10-04.A.2.**

b. **Pole/Pylon Signs.** For any pylon sign, the area of the sign shall consist of the smallest geometry forming a perimeter around the sign, including any background. Architectural or structural elements, including poles or other support structures, shall not be counted in the sign area. Pole/pylon signs shall be measured using the guide in **Figure 44-10-04.A.2.**

Figure 44-10-04.A.2. Freestanding Sign Area Measurements



3. **Other Sign Types**

a. **Painted Signs.** The area of any painted sign shall be measured as the full extent of the area to which paint is applied, which is distinct from the overall color, material, or finish of the structure on which the sign is located.

b. **Awning Signs.** The area of any awning sign shall consist of the smallest geometry forming a perimeter around any letters or logos affixed to the awning structure.

c. **Electronic Changing Message (ECM) Signs.** The entire area of any electronic display installed as an Electronic Changing Message (ECM) sign shall be measured as the sign area.

B. **Sign Height Measurements**

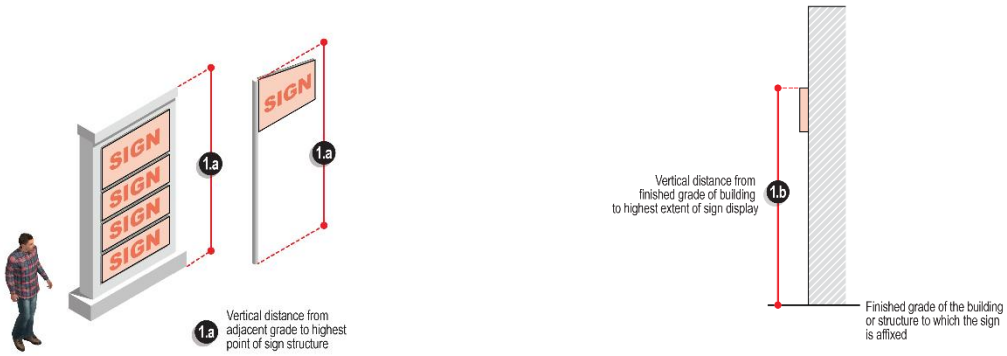
1. **Height**

a. **Freestanding Signs (Pole/Pylon Sign, Ground/Monument Sign).** The height of a freestanding sign shall be measured as the vertical distance from the adjacent grade to the highest point of the structure. The measurement shall include all structural or architectural elements surrounding, enclosing, or affixed to the sign structure. Height shall be measured using the guide in **Figure 44-10-04.B.1.**

b. **All Other Signs.** The height of any sign not included in **Section 44-10-04.B.1.a** shall be measured as the vertical distance from the adjacent grade of the building or structure to which the sign is affixed to the highest

extent of any lettering, logos, or backgrounds comprising the sign display. Height shall be measured using the guide in **Figure 44-10-04.B.1.**

Figure 44-10-04.B.1. Sign Height Measurements



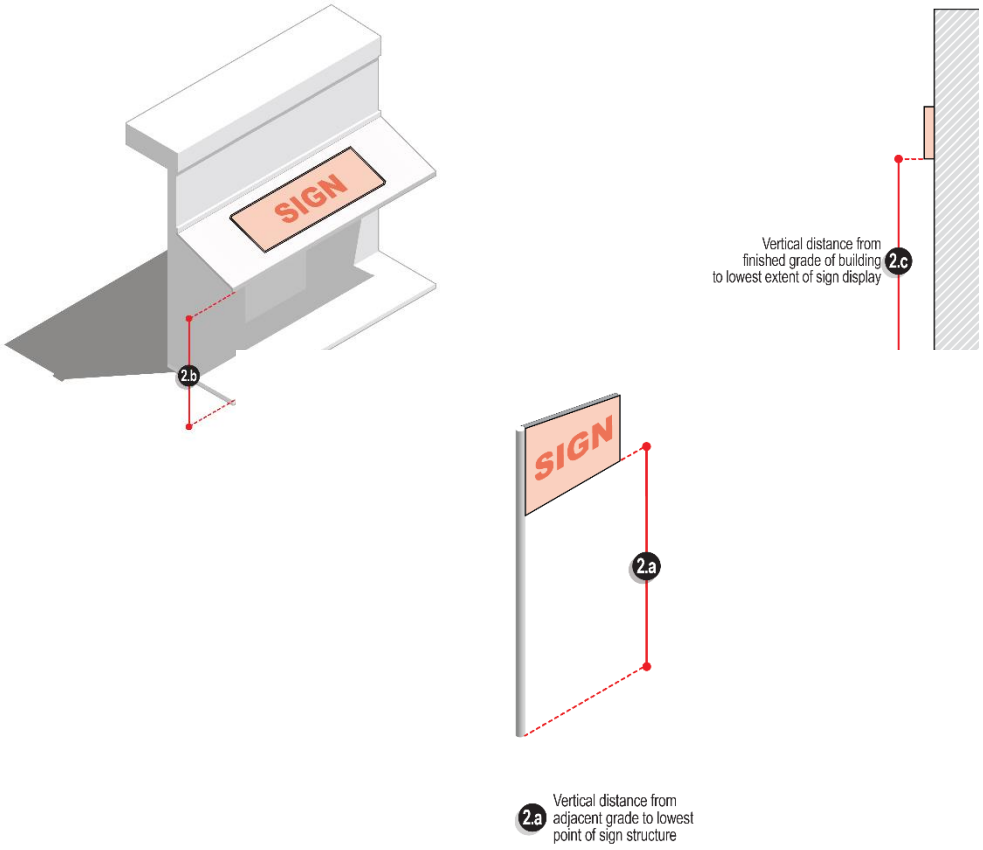
2. Clearance

a. Freestanding Signs (Pole/Pylon Sign). Clearance of a freestanding sign shall be measured as the vertical distance from the adjacent grade to the lowest point of the structure, not including pole supports or architectural elements less than 6' above the adjacent grade.

b. Awning Signs. Awning clearance shall be measured as the vertical distance from the finished grade of the building to the lowest point of the structure, including valences or other hanging elements.

c. All Other Signs. Clearance for all signs not included in **44-10-04.B.2.a** or **44-10-04.B.2.b** shall be measured as the vertical distance from the finished grade of the building to the lowest extent of any lettering, logos, or backgrounds comprising the sign display.

Figure 44-10-04.B.2. Sign Clearance Measurements



C. Frontage Measurements

1. **Lot Frontage.** Lot frontage is to be measured as the length of a lot line adjacent to a street or other public right-of-way.

2. **Corner Lot Frontage/Multiple Lot Frontages.** For lots with two or more frontages on a public street or other public right-of-way, lot frontage is to be measured as the sum of the lengths of each lot line adjacent to the street or public right-of-way.
3. **Tenant Frontage.** Tenant frontage is to be measured as the maximum horizontal extent of the floor plan of a single tenant on the façade or building side on which the tenant entrance is located. In single-tenant buildings, the tenant frontage shall consist of the frontage of the entire building. In multi-tenant buildings, tenant frontage shall be measured as the maximum width of a tenant space based on approved floor plan drawings.

Figure 44-10-04.C.1. Frontage Measurements for Single-Tenant Buildings

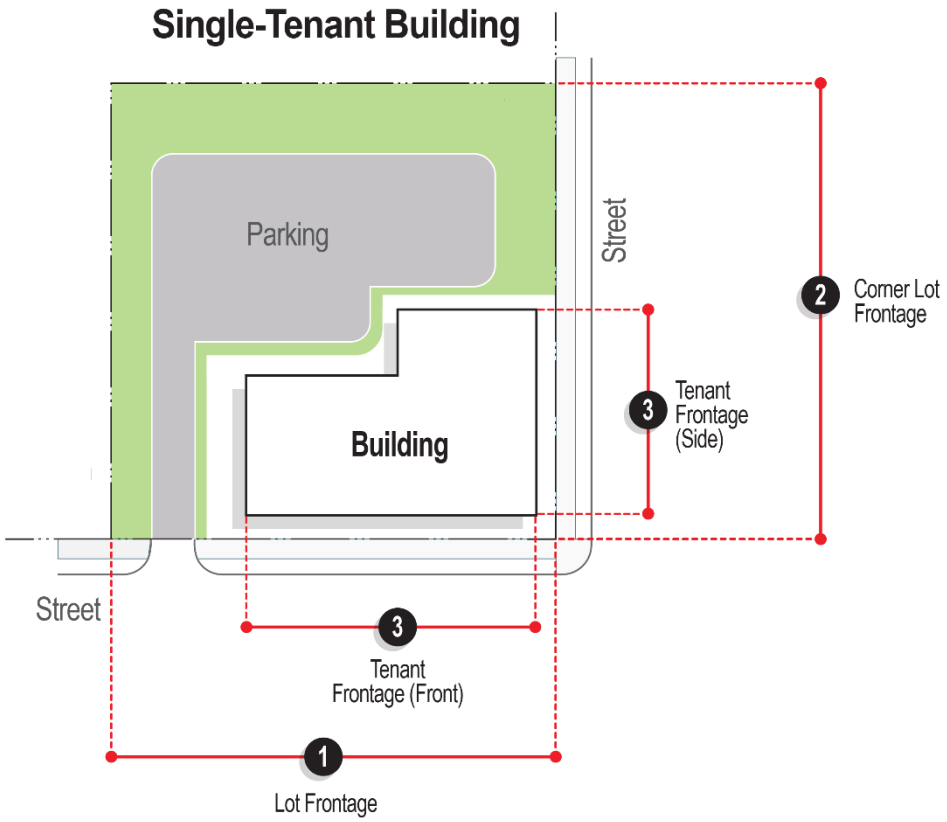
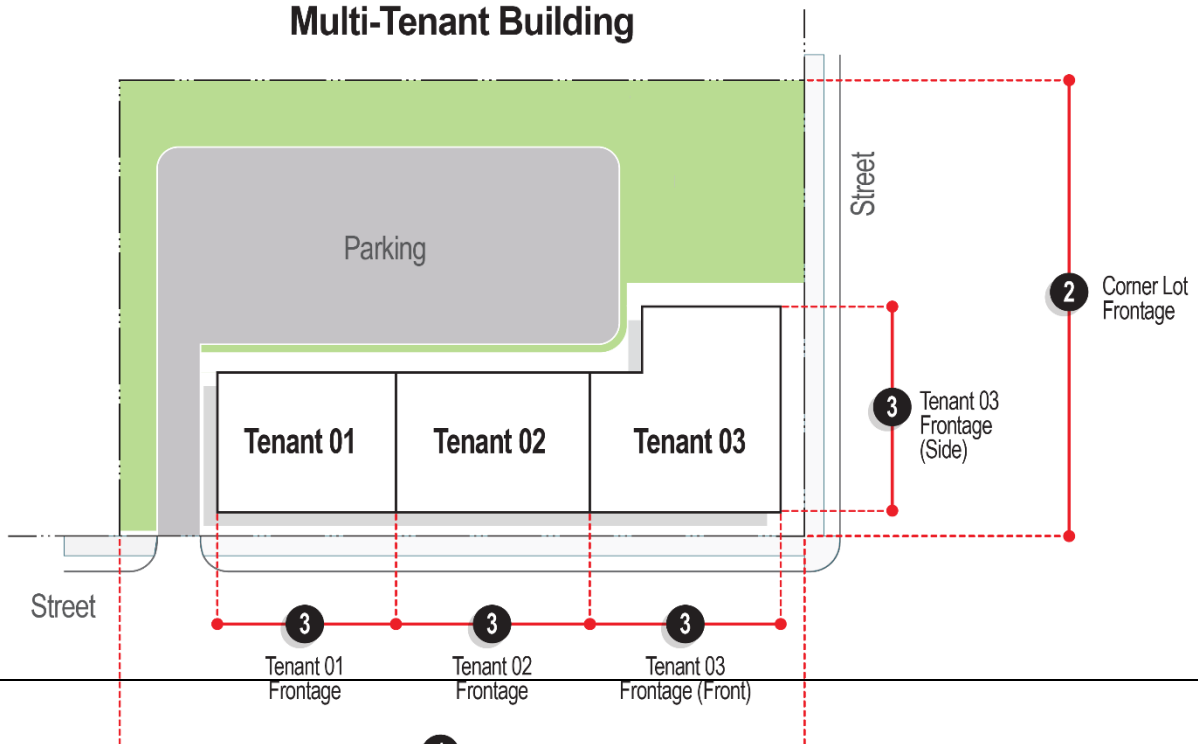


Figure 44-10-04.C.2. Frontage Measurements for Multi-Tenant Buildings



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44-10-05. Non-Commercial and Historical Signs

A. Residential Signs

1. Single-Family Residential/Duplex

No sign regulated by the provisions of this Section shall be displayed on any building or premises, or that portion thereof used for single-family dwellings or duplex dwellings, regardless of the zoning district in which it is located, except for exempt sign types included in **Section 44-10-02.B.1.**

2. Multi-Family Residential

Signs displayed on buildings or premises, or that portion of properties thereof, used for multi-family residential uses with greater than two dwelling units, shall be restricted to the following types of signage:

a. Multi-Family Monument Signs subject to the provisions of **Table 44-10-05.A.1.**

Table 44-10-05.A.1: Multi-Family Monument Sign Regulations

	R-1	R-2	R-3	R-4	Permitted Multi-Family in Non-Res. Districts
Permitted	No		Yes		
# Permitted			1	1 per vehicle entrance from arterial or collector road	
Location			Within 20' of vehicle entrance from arterial or collector road		
Max. Height			5'	8'	Maximum height permitted for a monument sign in a non-residential zoning district.
Max. Area			20 s.f.	32 s.f.	
Min. Setback from ROW			3'		
Appearance Commission Review			Required		

b. One (1) Multi-Family Wall Sign subject to the provisions of **Table 44-10-05.A.2.**

Table 44-10-05.A.2: Multi-Family Wall Sign Regulations

	R-1	R-2	R-3	R-4	Permitted Multi-Family in Non-Res. Districts
Permitted	No			Yes	
# Permitted				1	
Location				Any wall face, not oriented toward adjacent residentially-zoned property or existing residential uses	
Max. Height				6'	
Max. Area				32 s.f.	
Appearance Commission Review				Required	

c. Non-commercial and non-illuminated signs behind or affixed to windows or doors of each dwelling unit.

3. Temporary Signs

Temporary signs are permitted on any residential property, subject to the provisions of **Section 44-10-07.**

B. Civic, Educational and Charitable Institutions

1. **Allowable Types of Signage.** Signs displayed on buildings or premises, or that portion of properties thereof, for uses defined in this chapter as civic and charitable institutions, in any zoning district as permitted or legally non-conforming, shall be restricted to the following types of signage:

a. One (1) freestanding monument sign subject to the provisions of **Table 44-10-06.B.3**, with electronic changing message (ECM) signs permitted in any zoning district for civic, educational, or charitable institutions operating as *non-commercial places of assembly (indoor or outdoor)* as defined by **Section 44-09-19** of the Zoning Ordinance.

b. One (1) wall sign per building frontage subject to the provisions of **Table 44-10-06.B.12**.

2. Maximum Sign Area. The total area of signage displayed on any given building or premises used for use defined in this chapter as civic and charitable institutions shall not exceed 100 square feet in the B-1 or B-2 zoning districts.

C. Historical Signs

1. Landmark Signs

Landmark signs, defined as distinct signs designated as having unique historical value by the Village Board of Trustees, are exempt from the standards for commercial or non-commercial signage identified in this Chapter. However, all landmark signs must conform to the following provisions:

a. **Landmark Sign Designation.** Signs that have been reviewed and approved by the Village Board of Trustees and/or special commission, board, or department granted authority to approve landmark applications, as described in the Landmark Sign Review process found in **Section 22-21** of the Village Code of Ordinances**,** shall be considered exempt from the standards in this Section.

b. **Landmark Sign Alterations.** Any proposed addition, alteration, demolition, or other change to a sign designated as a landmark shall be reviewed by the Appearance Commission and approved by the Village Board of Trustees, pursuant **Section 22-56** of the Village Code of Ordinances.

2. Historical Markers

All historical markers as defined in **Section 44-10-11** shall be subject to the following provisions:

a. **Location.** Any freestanding historical markers shall be located in a manner that does not interfere with safe vehicular and pedestrian circulation or public safety signals and signs.

b. **Maximum Size.** No historical marker shall exceed 20 square feet in total sign area.

c. **Pedestrian Access.** Historical markers shall be located in a manner that permits pedestrian access from a public sidewalk or public right-of-way to a distance within five feet of the historical marker.

3. Historical Plaques

All historical plaques, as defined in **Section 44-10-11,** shall be subject to the following provisions:

a. Location. Historical plaques shall be located on a wall face in a manner that does not interfere with any doors, windows, fire access points, or other building ingress/egress points.

b. **Maximum Size.** No historical plaque shall exceed 20 square feet in area.

c. **Pedestrian Access.** Historical plaques shall be located in a manner that permits pedestrian access from a public sidewalk or public right-of-way to a distance within five feet of the historical plaque.

44-10-06. Commercial Signs

A. Permitted Signs by Zoning District

The following permitted commercial sign types are allowed for permitted uses in zoning districts as identified in **Table 44-10-06.A.1.** All permitted sign types are subject to the provisions and standards for each sign type stated in this section.

Table 44-10-06.A.1. Permitted Sign Types by Zoning District

Sign Type	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/ PL-2	Code Reference
Awning Sign	P	P	P	P	P			44-10-06.B.1
Canopy Sign	AC	AC	P	P	P			44-10-06.B.2
ECM Sign	U/AC	U/AC	AC	AC		AC	AC	44-10-06.B.3
Gas Station Canopy Sign	AC	AC	P	P				44-10-06.B.4
Instructional Sign	P	P	P	P	P	P	P	44-10-06.B.5
Marquee Sign	AC	AC	AC	AC				44-10-06.B.6
Menu Board Signs			U	U				44-10-06.B.7/ 44-04-14.D.1
Monument Sign	AC	AC	AC	AC	AC	AC	AC	44-10-06.B.8
Painted Wall Sign	AC	AC	AC	AC				44-10-06.B.9
Projecting Sign	P	P	P	P				44-10-06.B.10
Pylon Sign			AC	AC				44-10-06.B.11
Wall Sign	P	P	P	P	P	P	P	44-10-06.B.12
Window Sign	P	P	P	P	P			44-10-06.B.13

P = Permitted; AC = Appearance Review Required; U = Use Restrictions or Additional Use Requirements

B. Commercial Sign Regulations

1. Awning Signs

a. All awning signs, as defined in **Section 44-10-11** of this Zoning Ordinance, shall conform to the following standards:

Table 44-10-06.B.1. Awning Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes					No	
Appearance Review	No						
Number Allowed	1 per permitted awning on building						
Max. Sign Area (per sign)	25% of total awning surface area						
Height	18' OR no higher than base of second floor window						
Illumination	External only						

b. All awning signs shall conform to the additional form standards below:

1. Placement. Awning signs may only be placed on valence or primary awning surface. Awning signs shall be centered on the awning structure on which the sign is affixed.

2. Material. Awning signs may not be painted directly onto surface material of awning.

3. Clearance. All awning structures and signs shall be constructed no less than eight (8) feet above grade.

4. Encroachments. No awning sign may be placed on an awning projecting beyond legal encroachments as defined in **Section 44-03-03.** No awning sign shall increase the encroachment distance of any existing awning structure.

c. Signs placed on retractable awning structures with an approved building permit shall follow all provisions of this section regulating awning signs.

d. Awning sign standards may be modified with approval of a Comprehensive Signage Plan (CSP) by the Appearance Commission.

2. Canopy Signs

a. All canopy signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.2. Canopy Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes					No	
Appearance Review	Yes		No				
Number Allowed	1 per side of the canopy structure (1)						
Max. Sign Area (per sign)	1 s.f. per 1 linear foot length of the side of canopy						
Height	2' (2)						
Illumination	Internal/External		Internal				

b. All canopy signs shall conform to the additional form standards below:

1. **Number Permitted.** Canopy signs shall be permitted on one approved canopy structure attached to a principal building.

2. **Placement.** The sign face of any canopy sign shall be located no more than 3' behind the edge of a canopy structure, nor project more than 1' from the edge of a canopy structure.

3. **Height.** The maximum height of any lettering, logos, or other individual sign elements shall be 24", as measured from the maximum height of the canopy structure upon which the sign is affixed.

4. **Encroachments.** Any canopy sign encroaching into a public right-of-way or required setback shall meet the following requirements:

   i. No canopy sign shall project more than 24" into a public right-of-way.

   ii. When a canopy sign is proposed on a structure that legally encroaches into public right-of-way or required setback as defined in **Section 44-03-03** of the Zoning Ordinance, no canopy sign affixed to the structure shall exceed the maximum encroachment permitted for the existing canopy structure.

c. Canopy sign standards may be modified with the approval of a Comprehensive Signage Plan (CSP) by the Appearance Commission.

3. Electronic Changing Message (ECM) Signs

a. All electronic changing message (ECM) signs, as defined in **Section 44-10-11** of this Chapter, may be constructed with a monument or pylon sign and shall conform to the following standards:

Table 44-10-06.B.3. Electronic Changing Message (ECM) Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	With limitations(1)		Yes		No	Yes	
Appearance Review	Yes					Yes	
Number Allowed	1 per lot					1 per lot	
Max. Sign Area (per sign)	32 s.f.		50% of maximum sign area for permitted monument or pylon signs			32 s.f.	
Height	Max. height of monument or pylon sign permitted in district					Max. height of monument or pylon sign permitted in district	
Illumination	Internal					Internal	

b. All electronic changing message (ECM) signs shall conform to the additional form standards below:

1. **Limited Uses.** Civic, educational, and charitable institutions operating as *indoor non-commercial places of assembly* or *outdoor non-commercial places of assembly* shall be permitted to construct one (1) ECM sign in the B-1 and B-2 zoning districts, as permitted in **Section 44-10-05.B.**

2. **Image Display.** All images displayed on an ECM signboard shall be static. Sign images shall not include any change in intensity or brightness, nor divisions between two screens, flashing, or blinking images.

3. Image Duration. The display duration for any single image shall be no less than eight (8) seconds.

4. Off-Premises Advertising. Under no circumstances shall any ECM sign be permitted to include off-premise commercial advertising in any image displayed on the sign.

5. Hours of Operation. Exterior signs located on any lot adjacent to residential uses may be illuminated only during business hours or between 6:00 am and 11:00 pm, whichever is later.

6. Impacts on Residential Properties. The brightness of any ECM sign shall be limited to 0.3 foot-candles at any lot line abutting a non-residential use, and 0.00 foot-candles at any lot line abutting a residential use.

7. Adjustments for Brightness and Color: Any new ECM board constructed after the effective date of this Section shall include functionality to adjust brightness and color with ambient light levels to ensure appropriate operation.

8. Sign Malfunctions. In the event of a malfunction, ECM signboards shall be turned to dark screens with no illuminated elements of the sign face until the malfunction is corrected.

9. Landscape Buffer. All freestanding ECM signage shall be installed with a landscape buffer of 3' on each side of the sign, with ground cover or shrubs at a height that does not obscure the visibility of the sign face.

10. Materials. All foundations constructed to support ECM signs shall have architectural features, exterior materials, or colors compatible with the principal building on the property or parcel.

c. Any sign, including a proposed electronic changing message (ECM) signs, require an Appearance Review as set forth in **Section 44-07-14.**

4. Gas Station Canopy Signs

a. All gas station canopy signs, as defined in **Section 44-10-11** of this Zoning Ordinance, shall conform to the following standards:

Table 44-10-06.B.4. Gas Station Canopy Sign Requirements by Zoning District							
	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	With limitations (1)					No	
Appearance Review	Yes		No				
Number Allowed	1 per side of the canopy structure (2)						
Sign Area	(3)						
Height	(4)						
Illumination	Internal						

b. All gas station canopy signs shall conform to the additional form standards below:

1. Limited Uses. Gas station canopy signs may only be installed on canopy structures accessory to vehicle-related uses, as defined in **Table 44-03-04** of this Zoning Ordinance.

2. Placement. No more than one (1) sign may be constructed for each face of a canopy structure, not to exceed four (4) total signs. Signs may be relocated to other sides of the canopy structure, provided no more than (2) signs are located on any given side and the form standards in (c) and (d) are met.

3. Sign Area Allowed. The total area of signage shall not exceed 30% of the total area of any given canopy face on which the sign(s) is located.

4. Height. The height of any sign shall not exceed 80% of the height of the canopy face on which the sign is located.

5. Impacts on Residential Properties. When a canopy structure is located on a property adjacent to residential uses, gas station canopy signs shall not be installed on any canopy face oriented toward the adjacent residential property.

c. Standards for gas station canopy signs may be modified with the approval of a Comprehensive Signage Plan (CSP) by the Appearance Commission.

5. Instructional Signs

a. Freestanding instructional signs, as defined in **Section 44-10-11**, shall be permitted in any zoning district in any quantity, subject to the following requirements:

Table 44-10-06.B.5.a Freestanding Instructional Sign Requirements by Zoning District							
	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes						
Appearance Review	No						
Number Allowed	No limit						
Sign Area	8 s.f. or 10% of allowed monument sign area in district, whichever is greater						
Height	n/a						
Illumination	Internal						

1. Freestanding Instructional Signs. Freestanding instructional signs shall also be designed in conformance with the following form standards:

i. Sign Dimensions. No freestanding instructional sign shall exceed 8 square feet or 10% of the maximum sign area for monument signs permitted in the zoning district for which the sign is proposed, whichever is greater.

i. Distance from Vehicle Routes. All freestanding instructional signs shall be placed at least 12" from any curb line or pavement boundary of any driveway, access aisle, parking space, or other area reserved for the sole use of vehicular access and parking.

ii. Pedestrian and Bicycle Routes. All freestanding instructional signs shall be placed in a manner that does not obstruct any sidewalk, bicycle path, bicycle parking area, or other area reserved for the sole use of non-vehicular access and parking.

iii. Sign Materials. Freestanding instructional signs shall be designed as permanent structures. Temporary or other movable freestanding instructional signs shall be reviewed as a temporary sign subject to the requirements of **Section 44-10-07**.

b. Wall-mounted instructional signs, as defined in **Section 44-10-11**, shall be permitted in any zoning district in any quantity, subject to the following requirements:

Table 44-10-06.B.5.b Wall-Mounted Instructional Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes						
Appearance Review	No						
Number Allowed	No limit						
Max. Sign Area	50% of maximum size of individual wall sign permitted in district						
Height	15'						
Illumination	Internal						

1. Wall-Mounted Instructional Signs. Wall-mounted instructional signs shall also be designed in conformance with the following form standards:

i. Sign Dimensions. No wall-mounted instructional sign may exceed 50% of the maximum size of any wall sign permitted in the zoning district in which the sign is proposed, as established in **Section 44-10-06.B.12.**

ii. Sign Materials. Wall-mounted instructional signs shall be designed as permanent structures. Temporary or otherwise movable wall-mounted instructional signs shall be reviewed as a temporary sign subject to the requirements of **Section 44-10-07.**

6. Marquee Signs

a. All marquee signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.6. Marquee Sign Requirements by Zoning District							
	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes				No		
Appearance Review	Yes						
Number Allowed	One (1) per tenant						
Max. Sign Area (per sign)	150 s.f. (1)			300 s.f. (1)			
Height	n/a (3)						
Illumination	Internal/External (6)						

b. All marquee signs shall conform to the additional form standards below:

1. Sign Area. The sign area for the sign shall include any sign surface included on the marquee, including any lower panels constructed into a canopy structure at the base of a marquee sign.

2. Placement. Marquee signs shall only be located above a building entrance located on the front side of the principal structure on the site.

3. Height. No marquee sign may extend beyond the maximum height allowance of the zoning district in which the sign is constructed.

4. Projection. Marquee signs may not project greater than fifteen (15) feet from a principal building. No marquee may project greater than five (5) feet into any public right-of-way.

5. Illumination. Marquee signs may be permitted to utilize exposed bulbs to outline letters or messaging on any portion of the sign. No neon, string lights or other sign features prohibited in **Section 44-10-03** may be utilized on any marquee structure.

c. All proposed marquee signs require Appearance Review approval as set forth in **Section 44-07-14.**

d. Form standards for marquee signs may be modified when included as part of the Comprehensive Signage Plan (CSP) approved by the Appearance Commission.

7. Menu Board Signs

a. Menu board signs shall only be permitted as a sign accessory to an approved drive-through facility, as defined in Section 44-04-14 of the Village Code of Ordinances.

b. All menu board signs are subject to the accessory use requirements of **Section 44-04-14.D.1.**

8. Monument Signs

a. All monument/ground signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.8. Monument Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes						
Appearance Review	Yes						
Number Allowed	1 per lot (1)						
Max. Sign Area (per sign)	20 s.f. (2)		40 s.f. (2)	120 s.f. (2)	40 s.f. (2)		
Height	5' (3)		8' (3)	15' (3)	8' (3)		
Illumination	Internal/External						
Setback (minimum)	3'		10'				

b. All monument/ground signs shall conform to the additional form standards below:

1. **Number Permitted.** Additional monument signs may be permitted on a lot in the following circumstances:

   i. Multiple Buildings on Lot. Where multiple buildings exist on a single lot, and each building is occupied by one or more unique tenants, one (1) additional monument sign may be permitted per building.

   ii. Extended Frontage. Where lot frontage exceeds 300 feet, up to one (1) additional monument sign may be permitted.

   iii. Multiple Frontages. Where lots have greater than one frontage, one (1) additional monument sign may be permitted per frontage.

2. **Sign Area Allowed.** The sign face area is measured as the total sign area of a single side of a monument sign. Should a second identical sign face be provided and positioned at a minimum of 90 degrees from the first sign face (e.g. a double-sided sign), only one sign face shall be used to calculate the total sign area.

3. **Height Projection.** An additional 2' of sign height may be permitted if the area above 8 feet in height is used solely for architectural features.

4. **Building Separation.** Monument signs shall be located at least 10' from any other structure, including accessory structures.

5. **Lot Line Separation.** Monument signs shall be located at least 10' from any lot line, including interior lot lines and front lot lines. Monument/ground signs may be placed within front, interior side, and exterior side yard setbacks.
6. **Landscaping.** A minimum landscape buffer of 3' is required surrounding any monument sign. Landscaping materials shall be selected to match the landscape palate used on the lot on which the sign is located, or as by recommended by the Village Arborist.

7. **Foundation.** The foundation of the sign below the sign area shall meet the following requirements:

   i. Width. The foundation of the sign shall be a minimum of 2/3 of the width of the maximum width of the sign area. No exposed support poles or other structural elements are permitted below the sign area.

ii. Materials. The foundation of the sign shall utilize materials which match or demonstrate architectural compatibility to other materials used on buildings on the lot on which the sign is located.

8. **Encroachments.** No monument sign shall encroach into any public right-of-way, or any easement unless specifically permitted as an allowed improvement within the easement area**.**

9. **Electronic Displays.** No greater than 50% of total allowable monument sign area may be utilized for electronic changing message (ECM) board sign displays, as defined in **Section 44-10-11.** Any ECM board sign installed on a monument sign shall following all requirements for electronic sign displays found in **Section 44-10-06.B.3.**

9. Painted Wall Signs

a. All painted wall signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.9. Painted Wall Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes				No		
Appearance Review	Yes						
Number Allowed	1 per tenant						
Sign Area	100% of maximum size of individual wall sign permitted in district						
Height	25' or max. height of building, whichever is less						
Illumination	Internal						

b. Painted wall signs shall be permitted when conforming to the additional form standards:

1. **Sign Dimensions.** Sign dimensions for painted wall signs shall be determined by wall sign regulations for the zoning district as found in **Section 44-10-06.B.12.**

2. **Wall Material.** No sign shall be painted on a porous surface, including masonry and stucco materials. All painted wall signs shall be applied to a metal or other approved non-porous surface.

c. All proposed painted wall signs require Appearance Review approval as set forth in **Section 44-07-14.**

10. Projecting Signs

a. All projecting signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.10. Projecting Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes				No		
Appearance Review	No						
Number Allowed	1 per tenant (5)						
Max. Sign Area (per sign)	10 s.f.						
Height	(1)		(1)				
Illumination	Internal/External						

b. All projecting signs shall conform to the additional form standards below:

1. **Sign Maximum Height.** The maximum height of any projecting sign shall be the height of the base of second-story windows or 15', whichever is lower.

2. **Sign Base Clearance.** The base of any wall sign shall be no lower than 8 feet above grade.

3. **Maximum Projection.** All projecting signs shall meet the following projection standards:

   i. No projecting sign may project more than 5 feet, as measured from the wall face from which the sign is projecting.

   ii. Projecting signs with projections of greater than 3 feet shall have a minimum separation of 6" from the wall face from which the sign is projecting.

4. **Encroachments.** No projecting sign shall project more than 5' into the public right-of-way. No encroachment shall be permitted within 2' of any curb line on a public street.

5 **Signs on Multiple Frontages.** Tenants with more than one frontage may construct one (1) additional projecting sign on one (1) additional façade. No more than one (1) projecting sign shall be permitted per frontage for any tenant.

c. Projecting sign standards may be modified with the approval of a Comprehensive Signage Plan (CSP) by the Appearance Commission.

11. Pylon Signs

a. All pylon signs, as defined in **Section 44-10-11** of this Chapter, shall conform to the following standards:

Table 44-10-06.B.11. Pylon Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	No		Yes		No		
Appearance Review			Yes				
Number Allowed			1 per lot (1)				
Sign Area Allowed			1 s.f. per 2.5 feet frontage	1 s.f. per 1.5 feet frontage			
Max. Sign Area (per sign)			150 s.f.	250 s.f.			
Height			20'	28'			
Illumination			Internal				
Front Setback (minimum)			10'				

b. All pylon signs shall conform to the additional form standards below:

1. **Number Permitted.** A maximum of one (1) pylon sign is permitted for any lot with a minimum of 100 feet of lot frontage.

2. **Building Separation.** Pylon signs shall be located a minimum of 10' from any other structure, including accessory structures.

3. **Lot Line Separation.** Pylon signs shall be located at least 10 feet from any lot line, including interior lot lines and front lot lines. Pylon signs may be located within front and exterior side yard setbacks.

4. **Sign Separation.** No pylon sign shall be constructed within 100 linear feet of an existing pylon sign.

5. **Clearance.** A minimum clearance of 8 feet shall be required for any pylon sign, measured as the distance from the final grade to the base of the sign area.

6. **Landscaping.** A minimum landscape buffer of 3 feet is required surrounding any monument/ground sign. Landscaping materials shall be selected to match the landscape palette used on the lot on which the sign is located, or as recommended by the Village Arborist.

7. **Materials.** All pylon signage shall utilize materials and design features that match or demonstrate architectural similarity to other materials used on buildings on the lot on which the sign is located.

8. **Encroachments.** No pylon shall encroach into any public right-of-way or any easement unless specifically permitted as an allowed improvement within the easement area.

9. **Electronic Displays.** No greater than 50% of total allowable pylon sign area may be utilized for electronic changing message (ECM) board sign displays, as defined in **Section 44-10-11.** Any ECM board sign installed on a monument sign shall following all requirements for electronic sign displays found in **Section 44-10-06.B.3.**

c. All proposed pylon signs require Appearance Review approval, as set forth in **Section 44-07-14.**

d. Form standards for poly (pylon) signs may be modified when included as part of the Comprehensive Signage Plan (CSP) approved by the Appearance Commission.

12. Wall Signs

a. All wall signs, as defined in **Section 44-10-11**, shall conform to the following standards:

Table 44-10-06.B.12. Wall Sign Requirements by Zoning District

	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes						
Appearance Review	No						
Number Allowed	1 per tenant (4)						
Sign Area	1 s.f. per 1 lineal foot of frontage		1.5 s.f. per 1 lineal foot of frontage				1 s.f. per 1 lineal foot of frontage
Max. Sign Area (per sign)	60 s.f.		300 s.f.				60 s.f.
Height	(1)						
Illumination	Internal/External		Internal Only				Internal/External

b. All wall signs shall conform to the additional form standards below:

1. **Maximum Height.** All wall signage shall be limited in height by the height of the building on which the sign is affixed or 25 feet above grade, whichever is lower. No wall sign shall be permitted to extend beyond the roofline of the building.

2. **Base Clearance.** The base of any wall sign shall be no lower than 8 feet above grade.

3. **Encroachments.** No wall sign shall project more than 24 inches into any public right-of-way.

4. **Multiple Frontages.** Tenants or buildings with additional frontages as defined by this ordinance shall be permitted to install one (1) additional sign per frontage. No more than one (1) sign per tenant shall be placed per frontage.

c. Wall sign standards may be modified with the approval of a Comprehensive Signage Plan (CSP) by the Appearance Commission.

13. Window Signs

a. All permanent window signs, as defined in **Section 44-10-11**, shall conform to the following standards:

Table 44-10-06.B.13. Window Sign Requirements by Zoning District							
	B-1	B-2	B-3	B-4	M-1	M-2	PL-1/PL-2
Permitted	Yes					No	
Appearance Review	No						
Number Allowed	No limit						
Max. Sign Area (per sign)	25% of any individual transparent area						
Max. Sign Area (all signs)	25% of total transparent area on facade						
Height	No limit						
Illumination	Internal (1)						

b. All window signs shall conform to the additional form standards below:

1. **Illumination.** Window signs may be illuminated with neon lights or other illuminated tubing or bulbs otherwise prohibited in **Section 44-10-03.A.3.** Signage comprised of neon or other exposed illuminated tubing or bulbs shall not comprise greater than 25% of allowable window sign area on any façade.
2. **Material.** Window signs shall be constructed from durable materials which do not require regular removal or replacement.
3. **Large Tenant Exemption.** Commercial uses occupying greater than 10,000 square feet of gross floor area, and set back a minimum of 150' from the front lot line of the property on which the use is located, shall be permitted to increase maximum sign area for each sign to 100% of any individual transparent area, and increase maximum sign area for all window signs to 50% of total transparent area on any façade.

44-10-07. Temporary Signs

A. General Provisions

1. No temporary sign, except those exempted from sign regulations in **Section 44-10-02**, shall be constructed unless permitted in this section and in conformance with all applicable requirements.

2. Any temporary sign permitted by this section may be installed accessory to any commercial or non-residential use, including civic, educational, or charitable institutions and other non-commercial uses.

3. No approval for any temporary sign permit may be conditioned to limit or deny use of temporary signs based upon the details of a specific event or activity.

B. Temporary Sign Allowances

The following temporary sign types are permitted within the Village with temporary sign approval:

1. Banners and Wall-Mounted Fabric Signs. No banner or other moving fabric sign of any type may be installed unless the following regulations are met:

a. All banners shall be constructed in a manner in which all corners of the banner are secured with a device connected directly to the building or ground within the property on which the sign is displayed.

b. All banners shall be constructed with heavy fabric with hemmed edges and weighting devices necessary to minimize movement of the sign, including metal grommets, braces, or frames as appropriate for the sign.

c. Banner is installed for no more than fourteen (14) consecutive days.

d. A permit for a banner shall not be issued more than once per ninety (90) days.

2. Pennants and Freestanding Fabric Signs. No pennant or other freestanding fabric sign of any type, including inflatable signs and temporary flags, shall be installed unless the following regulations are met:

a. All pennants and other freestanding fabric signs shall be placed in a manner which does not obstruct vehicle or pedestrian circulation on public or private property, or any required parking areas on public or private property, including vehicle and bicycle parking.

b. All pennants and freestanding fabric signs shall be anchored to the ground.

c. Pennants and freestanding fabric signs may be installed for no more than fourteen (14) consecutive days.

d. A permit for a pennant or freestanding fabric sign shall not be issued more than once per ninety (90) days.

3. Temporary Window Signs. No temporary window sign as defined in Section 44-10-11 shall be installed unless the following regulations are met:

a. No more than 25% of the total window area on any individual façade may be covered by approved temporary window signs. Commercial uses with a minimum of 10,000 square feet of floor area and a minimum 150' setback from the front lot line shall be permitted to cover 50% of total window area on any façade with approved temporary window signs.

b. Window Signs may be installed for no more than thirty (30) consecutive days.

c. A permit for a temporary window sign is not issued more than once per ninety (90) days.

4. Temporary Direct Window Applications. Temporary markings to windows presenting commercial speech, including but not limited to paint, marker or other materials with which sign copy is directly applied to the glass surface, covering less than 25% of the area of any transparent area may be permitted without any permit. No such temporary markings to windows covering greater than 25% of the area of any transparent area shall be installed unless the following regulations are met:

a. No more than 50% of any individual transparent area, nor 50% of total transparent area on any individual façade, shall be covered with such temporary markings;

b. Temporary markings may be installed for no more than thirty (30) consecutive days.

c. A permit for such temporary markings is not issued more than once per ninety (90) days.

C. Temporary Sign Approval

1. Requirements. The following materials shall be submitted to the director of economic and community development for a temporary sign permit:

a) Completed application form, including the requested number of days the signage will be permitted.

b) Plans indicating the location and dimensions of proposed signage.

2. Action by Director of Economic and Community Development. Upon receipt of a complete application, the Director of Economic and Community development shall review the materials to ensure the application conforms to the provisions of the article. Should the application conform to the provisions of this article, the Director of Economic and Community development shall provide written authorization permitting the signage for the duration requested.

3. Fees. The Chief Building Inspector shall determine fees for any temporary sign permit in accordance with the Village fee schedule.

4. Removal. All permitted temporary signs shall be removed at the expiration of the original written authorization for the temporary sign. Any sign which is not removed at the time of expiration of the written authorization for the temporary sign shall be removed by the Village after receipt of written notice. Written notice shall be provided 48 hours in advance of sign removal.

44-10-08. Comprehensive Signage Plans (CSP)

A. Applicability

1. A Comprehensive Sign Plan (CSP) shall be required for any new non-residential development that meets one or more of the following criteria:

- **a.** The development includes more than one non-residential tenant or use within the same building.
- **b.** The development includes more than one freestanding building, not including permitted accessory buildings as defined in **Section 44-04-14.**

2. A Comprehensive Sign Plan (CSP) shall not be required for any existing non-residential development until amortization criteria in **Section 44-10-08.E.1** are met.

3. Any property owner may apply to create a Comprehensive Signage Plan (CSP) to be applied to any property within the owner's control.

B. Purpose

The purpose of a Comprehensive Signage Plan (CSP) is to establish a site's overall sign program, to achieve the following:

1. Provide coordination to ensure adequate signage for all current and future non-residential tenants or uses in a particular development.
2. Ensure visual consistency and compatibility between signs within a development with multiple tenants or buildings.
3. Provide design direction for future tenants to ensure continued consistency and compatibility between signs.
4. Encourage unique design and provide a suitable venue for modification to standards when such modification may provide a public benefit or a unique design that an applicant may be otherwise unable to achieve solely with compliance with Village sign ordinances.
5. Streamline review and approval of signs proposed in a coordinated manner, meeting the standards of this Section and the Village Appearance Plan.

C. Required Elements

The following elements are required for submittal with any Comprehensive Signage Plan (CSP) application:

1. Completed Comprehensive Signage Plan (CSP) application form.
2. Property owner authorization;
3. Area map or other map indicating the parcel or property boundaries within which shall comply with the Comprehensive Signage Plan (CSP), if approved;
4. Elevation drawings or annotated images for any elevation upon which signage is proposed or for sign band areas proposed for signage placement.
5. Individual sign details for any signage to be installed upon completion of the Comprehensive Signage Plan (CSP).
6. Any design or form standards proposed for all current or future signage within the defined area of the Comprehensive Signage Plan (CSP), as applicable to any application.

7. Responses to modification standards, as applicable to any application.

D. Standards

In addition to conforming to all sign requirements in this Section, all applications for a Comprehensive Signage Plan (CSP) shall meet the following standards, as reviewed by Village staff and/or the Appearance Commission:

1. Signage for each tenant has a clear relationship with the design of surrounding properties, including signage affixed to adjacent buildings and the architectural character of the buildings to which they are affixed.

2. All sign structures are placed in locations where they are clear, legible, and provide a clear relationship to the tenant(s) to which the signs are related.

3. The dimensions of each sign shall be appropriate for visibility, legibility, and achieving the purpose of the proposed sign.

4. All signage shall be consistent with the architectural design of the project.

5. The colors and materials of the sign, sign base and other sign-related fixtures shall be consistent and compatible with the architecture of the structure.

6. All signage meets the requirements of the Village Zoning Ordinance and all other applicable local codes and ordinances.

7. All signage is in conformance with the guidelines of the Village Appearance Plan.

E. Modifications

Comprehensive Sign Plans (CSPs) may include proposed modifications which deviate from the standards for signage within the zoning district within which the signage is located. Modifications may be approved provided the applicant specifically identifies each requested modification within the Comprehensive Sign Plan (CSP) application materials, and how each modification is compatible with one or more of the following additional standards:

1. **Economic Performance and Viability:** The modification enhances the visibility, economic viability or performance of a business or use beyond that which would otherwise be achieved with signage fully compliant with the sign requirements of this Section;

2. **Creative Design and Placemaking:** The modifications increases architectural creativity or allows for unique sign design in a manner which contributes to creating a unique sense of place or improving the overall character of an area;

3. **Sustainability and Environmental Performance:** The modification permits a demonstrable reduction in energy consumption from signs, or promotes sign design which increases the overall sustainability of the proposed development;

4. **Historical Preservation:** The modification permits the creation of signage which increases the visibility of historical buildings, signs or other structures within the Village, or provides reference to historical structures within the Village or furthers the stated goals of historical preservation within the Village;

5. **Building Material Quality:** The modification uses high-quality building materials or promotes sign construction which will provide greater resistance to wear, weather impacts or damage than signage which would otherwise be achieved with signage fully compliant with the sign requirements of this Section.

F. Comprehensive Signage Plans (CSPs) for Existing Developments

1. Any development with non-residential uses meeting the applicability criteria in **Section 44-10-08.A.1** but constructed prior to [**date of adoption**] shall not be required to submit a Comprehensive Sign Plan (CSP) unless one or more of the following conditions has been met:

   a. A proposal is submitted to the Village of Homewood to increase the total sign area on the development site by a minimum of 10% of current total sign area;

   b. A proposal is submitted to the Village of Homewood altering a minimum of 25% of the total existing signage on the development site.

   c. A proposal is submitted to the Village of Homewood increasing the number or intensity of uses on the development site.

2. Any site meeting the criteria in Section 44-10-08.E.1 shall receive written notice of the requirement of a Comprehensive Sign Plan (CSP) requiring the submittal of a Comprehensive Sign Program (CSP) application within three (3) months of notice. The application shall be reviewed following the procedure set forth in **Section 44-07-13.B.**

44-10-09. Legal Non-Conforming Signs

A. Applicability

All signs erected before the [**date of adoption]** which do not conform to the regulations of Section 44-10 of this Chapter shall be considered as non-conforming signs.

B. Limitations on Non-Conforming Signs

The following limitations are to be applied to any legal non-conforming sign:

1. **Alteration:** The sign may not be altered in any manner that changes the location, shape, size, illumination, material, or appearance unless the sign is brought into conformance with the regulations of this Section.

2. **Replacement.** The sign may not be replaced unless the replacement of the sign results in compliance with the regulations in this Section.

3. **Change of Use, Intensity, or Expansion:** Should the use of the property on which the sign is located be changed, expanded or increase in overall intensity, the sign shall be brought into conformance with the regulations of this Section.

4. **Damage.** Should the sign be damaged, the following limitations shall apply:

    a. **Major Damage Repair:** If major damage is sustained by a sign or sign structure by an event which is not within the means or control of the sign owner, the sign or sign structure shall not be rebuilt or repaired unless the sign is constructed to conform to the regulations of this Section. A sign is considered to have major damage if at least one of (i) or (ii) is determined to have occurred:

        i. Greater than 50% of the sign area is damaged in the event;

        ii. The cost of damage sustained to the sign or sign structure in the event exceeds 50% of the construction cost of a comparable sign.

    b. **Minor Damage Repair:** If minor damage is sustained to the sign or sign structure by any event which is not within the means or control of the sign owner, the sign or sign structure shall be repaired within 180 days of the date on which the damage occurred. A sign or sign structure is considered to have minor damage if at least one of (i) or (ii) is determined to have occurred and the sign is determined to not have sustained minor damage as defined in 4(a):

        i. Less than 50% of sign area is damaged in the event;

        ii. The cost to repair damage sustained to the sign or sign structure in the event does not exceed 50% of the construction cost of a comparable sign.

C. Maintenance of Non-Conforming Signs

Normal maintenance and incidental repair or replacement, including electrical and lighting repairs, minor damage repair, repainting, cleaning, or related maintenance actions, shall be permitted for the non-conforming sign. No maintenance shall occur that alters the location, shape, size, illumination, material, sign copy, or appearance of the sign.

D. Exceptions

The following exceptions are in place for non-conforming signs. Signs that meet the conditions of these exceptions shall be permitted to be exempt from the limitations of Section 44-10-09(B).

1. **Landmark Signs.** Signs designated as landmark signs by decision of the Village Board of Trustees shall be exempt from limitations on non-conforming signs set forth in **Section 44-10-09.B.** Landmark signs are also exempt to the sign requirements of **Section 44-10-05** and **Section 44-10-06.**

2. **Replacement of Sign Copy.** The replacement of sign panels, letters, or sign copy area is exempt from all limitations on alterations to non-conforming signs, provided no work is done in a manner that alters the location, shape, size, illumination, material, sign copy, or appearance of the sign.

3. **Instructional Sign Repair and Replacement.** Non-conforming instructional signs damaged by an event not within the means or control of the sign owner may be replaced exempt from the limitations on non-conforming signs found in this Section.

4. **Public Right-of-Way Improvements.** If improvements to public right-of-way are initiated that require movement or replacement of a nonconforming sign, the sign shall be permitted to be replaced in a new location exempt from the limitations on non-conforming signs found in this Section.

E. Sign Abandonment

Any sign advertising or describing a business that is no longer in operation or use no longer present on the premises on which the sign is located shall be removed by the property owner or tenant. Removal shall occur no more than 180 days from the last date of operation. After 180 days, abandoned signs will be removed by the Village at the owner's expense.

44-10-10. Construction and Maintenance Standards

A. Construction Standards

The construction, erection, and maintenance of any sign within Village limits shall comply with the 2018 International Building Code or the current building code adopted by the Village Board of Trustees, in addition to the following standards:

1. No freestanding sign shall be erected with sign area within 10 feet of any other freestanding structure.

2. No signs shall be erected, constructed, or maintained to obstruct any fire escape, required exit, window, or door opening used as a means of egress.

3. Freestanding signs shall be designed in compliance with applicable ANSI and ASCI standards.

4. Signs shall be located and designed in a manner that does not interfere with safe vehicular and pedestrian circulation or public safety signals and signs.

    a. No sign shall be constructed or maintained in such a manner as to likely interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, including the use of words “stop,” “go,” “look,” slow”, “danger” or any other similar phrase or word, nor employ any sign elements such as colored lamps and lights which are red, amber or green, in a manner which may interfere with, mislead or confuse vehicular or non-vehicular traffic.

    b. All illuminated signs shall adhere to the following construction standards:

        i. Light sources shall be shielded from all adjacent buildings, streets, and properties. Shielding shall be installed in a manner that minimizes light emission above the highest vertical extent of the fixture.

        ii. Lighting shall not create excessive glare to pedestrians or motorists, nor obstruct the visibility of authorized traffic signs, signals, or devices, or any authorized public information signs.

B. Maintenance Standards

1. All signs shall receive maintenance in a manner that alleviates damage and deterioration, keeps signs free from constituting a public danger or hazard to public safety, and maintains an aesthetic quality in alignment with the original approval of the sign. Maintenance of signage shall also adhere to the following standards:

    a. Maintenance of permitted signs is allowed in all circumstances where maintenance activities do not alter the design of the sign as previously permitted.

    b. Maintenance shall be performed for all signs in a manner that keeps surface materials and components free of chipping, peeling, fading, cracks, holes, buckles, warps, splinters, rusting, or other wear visible from any abutting street or property. The Chief Building Inspector of the Village of Homewood reserves the right to determine the presence of wear that constitutes a violation of this provision.

    c. Any sign or component of a sign that is damaged or deteriorated and constitutes a danger or hazard to public safety shall be promptly repaired or replaced. The Chief Building Inspector shall provide written

notice to the property owner to repair, replace, or remove the damaged or deteriorated sign. If the action is not completed within 30 days of receipt of the written notice, damaged or deteriorated signs will be removed by the Building Division at the owner's expense.

d. Maintenance for illuminated signs shall be performed in a manner which keeps all lighting and illuminated components in good working condition. Illuminated signs with malfunctioning components shall not be operated until the malfunctioning component is repaired and adherent to the standards of this section. The Chief Building Inspector of the Village of Homewood reserves the right to determine the presence of malfunction or wear that constitutes a violation of this requirement.

e. Maintenance for electronic changing message (ECM) signs shall be performed in a manner that keeps all lighting and illuminated components in good working condition. Electronic changing message (ECM) signs with malfunctioning components shall not be operated until the malfunctioning component is repaired and adheres to the standards of this section. The Chief Building Inspector reserves the right to determine the presence of malfunction or wear which constitutes a violation of this requirement.

44-10-11. Definitions

A. Interpretation

The terms and words whenever used in this Chapter shall be constructed as herein defined.

1. **Undefined Terms.** Any words not defined in this section shall be construed as defined in standard dictionary usage.

2. Illustrations, Tables, or Images. In case of any difference of meaning or implication between the text of this Section and any caption, illustration, or table, the text shall control. No image shall be construed to limit the scope or intent of the text of the Section.

B. Definitions

The following terms and words shall be used to interpret and administer the sign regulations found throughout Chapter 44-10 of this Ordinance:

Abandoned sign: A sign that has not advertised a current business, activity, service, owner, or product for at least 180 days.

Abut (or abutting): a lot, parcel, structure or other feature sharing a common lot line or zoning district boundary, without being separated by a street or alley.

Accessory: any structure, building or object which is subordinate to but located on the same lot as a principal building or use, whether attached or detached from the principal structure.

Address sign: A sign that identifies the street number or any portion of a property address as legally designated by the United States Postal Service or another government entity.

Adjoin (or adjoining): See *Abut.*

Advertising sign: A sign that directs attention to a business, commodity, service or entertainment conducted, sold, or offered on premises other than where such a sign is located or to which it is affixed.

A-frame sign: A freestanding sign constructed of two ridged sheets of material that are hinged on top that is used to display the name of the business, information concerning the services or products provided by the business, and the cost of the same.

Alteration: Any change to a sign or sign structure that changes one or more of the following: the location, shape, size, illumination method, material, or appearance of a sign.

Area (sign): See Section 44-10-04.

Awning: A permanent or semi-permanent structure composed of non-rigid materials projecting from an exterior wall face of a building. May be permanently fixed in place or retractable against the building to which the awning is affixed.

Awning face: The fixed exterior surface area of an awning, excluding valances.

Awning sign: Any permanent commercial messaging affixed to an awning structure.

Background: Any area of a sign located behind or around a sign designed to promote the visibility of lettering, logos, or other sign elements.

Banner: A temporary sign constructed from non-rigid, non-durable materials and attached to a structure, poles, framing, or other rigid fixtures at two or more corners. Messaging is typically printed or attached to non-rigid material. May or may not be a portion of a freestanding structure.

Balloon: Any non-rigid, non-durable sign element filled with lighter-than-air gas and attached to a building, structure, or the ground and designed to direct attention to a commercial business, activity, or profession conducted, or to a commodity, service, or entertainment conducted, sold or offered upon the premises where such a sign is located or to which it is affixed.

Building: Any structure with walls and roof securely affixed to the land and having a permanent foundation, designed or intended for shelter or enclosure of persons, animals, chattels, or movable property.

Canopy: A permanent roof structure supported by columns, posts, or poles and constructed of rigid materials. The structure may be freestanding or attached to a permitted adjacent structure. **See *Awning*.**

Canopy face: Any surface of a canopy structure visible from ground level, excluding the roof (top face) of the canopy structure.

Canopy sign: A sign that is directly attached to a canopy structure. **See *Canopy*.**

Civic/charitable institution: A non-residential institution that is non-taxable and is designed to provide a public benefit or service, including but not limited to non-profit institutions, religious institutions, and educational facilities.

Clearance: Distance as measured from a final grade to the lowest point of a sign structure excluding support pylons. **See Section 44-10-04.**

Commercial messaging: Any message, including text, logos, or other federally protected speech, which is expressly used to direct attention toward or refer to a commercial business, activity, or profession conducted, or to a commodity, service or entertainment conducted, sold, or offered.

Commercial sign: Any sign which includes messaging with text, logos, symbols, or other messaging depicting or advertising a commercial product, service, or business.

Comprehensive signage plan (CSP): A plan demonstrating the location, size, placement, and design of all signage on a single property. A comprehensive signage plan (CSP) shall contain one or more of the following: 1) location and placement of current and future proposed signs; 2) form standards, including but not limited to letter styles, materials, and permitted and prohibited sign types. Comprehensive sign plans allow the modification of sign requirements, established in Section 44-10, to improve design quality, site usability, and site planning innovation to a level higher than is possible should applicable sign regulations be strictly applied.

Compatibility: The interpreted ability for how a proposed sign or structure is designed in a manner which is consistent with adjacent existing development, and minimizes negative impact on existing developments or property surrounding the proposed sign or structure.

Contractor-architect sign (or construction sign): A sign indicating the name and contact information of contractors, architects, or other licensed or approved firms associated with an active construction project.

Copy (sign): An exterior display surface of a sign, including non-structural trim and backgrounds, which is occupied by messaging (letters, numbers, graphics, or other content) exclusive of the supporting structure to which the sign copy is affixed.

Damage: Deterioration to a sign or structure supporting a sign, caused by circumstances outside of the control of a property owner or tenant that results in the loss of usefulness, normal functionality, structural integrity, or value of that sign or structure supporting a sign.

Durability: The interpreted ability of a sign to withstand wear and damage caused during normal operation of a permanent exterior sign. Materials that are unable to withstand such wear and damage for extended periods shall be considered as *non-durable* materials.

Easement: a legally stated right to use a designated part of property owned by another party for a specified purpose.

Electronic Changeable Message (ECM) sign: A sign, or a portion of a sign, with characters, letters, or illustrations changed automatically by electronic means without altering the structure or physical surface of the sign.

Encroachment: A permitted placement of a sign within an area which is otherwise prohibited by local ordinance.

Flashing sign: A sign that includes illumination elements that are not kept in the constant intensity of illumination at all times when in use, or which demonstrates a change in color, direction, or brightness.

Footcandle: A unit of measurement, measuring the brightness of an illumination source. The unit is defined as the brightness necessary to illuminate areas exactly one foot from a source of lot equal to one lumen per square foot (lu/ft.^2).

Foundation (sign): The area of a freestanding sign is measured from the surface grade to the lowest measurable point of the sign area. This area may include structural elements necessary for the construction of the sign or structure supporting the sign, and decorative or architectural elements.

Freestanding sign: Any sign permanently affixed to the ground but not to any individual structure or building.

Frontage: The following definitions shall be utilized to interpret frontage requirements in this Code. Refer to specific measurement standards in **Section 44-10-04.**

> **Lot frontage.** The linear distance of a single lot line adjacent to a public street or other public right-of-way.
>
> **Tenant frontage.** The linear distance of the façade(s) on which the entrance of a tenant is located, as measured from the maximum extent of the floor area of the tenant space.
>
> **Multiple frontage/corner lot frontage.** The linear distance of all lot lines adjacent to a public street or other public right-of-way when more than one lot line (as defined by Section 44-09) is adjacent to the public streets or other public right-of-ways.

Gas station canopy: A canopy structure accessory to automotive use as defined in **Section 44-03-04** of this Zoning Ordinance. The structure may or may not protect equipment dispensing fuel or other accessory structures related to automotive use.

Gas station canopy sign: A sign affixed to a gas station canopy structure.

Government sign: Any sign constructed or maintained to discharge, enforce, or disseminate information related to a governmental function or posted by a political jurisdiction or government agency as required by law, ordinance, or other public regulation. Signs include but are not limited to, street signs, signs identifying government buildings, signs directing or managing traffic of any mode, warning signs indicating a potential public hazard, or signs indicating penalties for illegal actions.

Flag: Any non-fixed sign imprinted or painted on cloth or similar non-rigid material attached to a pole or other structural element on only one edge or at two corners.

Grade (surface): The level of the finish grade on the ground at the point closest to the location of a sign or structure.

Gross surface area (sign): The total surface area of a sign, exclusive of structures supporting the sign. *Refer to specific measurement standards in* ***Section 44-10-04.***

Historical sign: Any sign, whether commercial or non-commercial, that is installed for

Historical marker: A freestanding sign constructed or maintained by a public or private entity, lacking commercial messaging and for the expressed purpose of identifying the location of a historical event, person, location, or phenomenon.

Historical plaque: A wall sign, constructed or maintained by a public or private entity, lacking commercial messaging and for the expressed purpose of identifying the location of or interpreting the significance of a historical event, person, location, or phenomenon.

Image duration: The length of time in which a single static image is displayed, without movement or animation, as measured on a changeable copy or electronic changing message (ECM) board sign.

Height (sign): The length from the ground (or grade) to the maximum vertical extent of a sign. **Section 44-10-04.**

Holiday decoration: Non-permanent displays or signs, including lighting, celebrating a national, state, or local government holiday, religious observance, or other event.

Illumination: Light from an artificial source that is either direct (incorporated into a sign or sign structure) or indirect (reflected from another source) and designed to improve visibility or draw attention to a sign or sign structure.

> **Internal.** Illumination from a light source concealed or contained within a sign or sign structure that becomes visible in darkness shining through a translucent surface or illuminating a portion of a sign or sign structure, such as an electronic screen.
>
> **External.** Illumination from a light source located away from a sign or sign structure which casts illumination onto the sign or sign structure. The source of light may or may not be visible.

Illuminated sign: Any sign that has characters, letters, figures, designs, or outlines lit (internal or external) by electric lights, luminous tubes, or any other light source.

Instructional sign: A sign installed to support and facilitate traffic flow, wayfinding, and navigation, or support the operation of a particular use or site layout on private property for public benefit. Instructional signs may be freestanding or mounted to the wall of a permitted building or structure.

Integrated center (or Multi-tenant center): A development site with two or more tenants integrated into a building, series of attached buildings, or separate buildings under single ownership or management, or have contractual agreements between separate buildings' owners, which may or may not share use of parking areas or other structures.

Landmark sign: A sign that has been designated with landmark status by the Village Board of Trustees according to **Section 22-56** of the Village Code of Ordinances.

Landscaping: The creation of a finished grade, preserving existing vegetation, installing trees, shrubs, groundcover, grass or other plant material, and maintaining the area to present a well-kept appearance.

Legal non-conforming sign: A sign or sign structure lawfully constructed or maintained according to previous sign regulations and before the adoption of current sign regulations that no longer complies with current sign regulations.

Legibility: The interpreted ability for a sign to be easily read or understood by pedestrians, drivers, or other individuals reading the sign.

Logo: Any emblem, letters, characters, pictograph, trademark, symbol or other artwork used to represent or advertise any firm, organization, entity, or provider of a service.

Illuminated lighting: Illuminated tubing, rope lights, and string lights, including neon, LED, and incandescent, are used to outline, stripe, highlight, or decorate portions of commercial buildings or building elements such as doors, windows, or awnings.

Maintenance: Replacing or repairing a part of a sign made unusable or unsightly by ordinary wear and tear or damage beyond the control of the owners, or the reprinting of existing copy without changing the wording, composition, or color of the sign as it was approved.

Marquee sign: A projecting sign extending from a wall face, consisting of a fixed hood, designed primarily for advertising purposes, which is constructed of metal or other noncombustible material, supported solely by and extending from the building to which it is attached.

Maximum sign area: The maximum permitted area for all signs of a particular type on a building.

Menu board sign: A sign constructed adjacent to a drive-through facility or building entrance for the expressed purpose of communicating information about products or services available on-site at a particular location.

Monument (Ground) sign: Any sign supported by uprights, solid base, columns, poles, posts or braces placed in the ground and not attached to any building.

Moving sign: Any sign with components with moving elements, regardless of whether the movement is initiated by external means (natural force, human input, etc.) or by internal means (motor, electrical power, etc.). Moving signs include but are not limited to flags, banners, pennants, and rotating signs. Signs with moving images without movement of any structural element, such as images on an electronic screen, are not considered moving signs.

Mural: A public-facing artwork applied to an exterior surface of a building or structure that is installed for the purpose of artistic expression, communication or decoration. Murals do not contain text, logos, symbols, or other messaging depicting a product or service, whether on-premises or off-premises, nor any advertising or identification of a particular business. **See *Painted Sign*.**

Neon sign: An illuminated sign is constructed from translucent tubing internally illuminated by neon gas or another electrically charged gas.

Non-commercial sign: Any sign that does not include messaging with text, logos, symbols, or other messaging depicting or advertising a commercial product, service, or business.

Non-conforming structure: A structure that was lawfully established prior to, and existing on, the effective date of the ordinance from which this chapter is derived and that does not conform to the requirements of the zoning district in which it is located.

Non-conforming use: A use which was lawfully established prior to, and being conducted on, the effective date of the ordinance from which this chapter is derived and which does not conform to the requirements of the zoning district in which it is located.

Off-Premises sign: A sign that depicts information about a product, service, business, use, or other activity (whether commercial or non-commercial) occurring on a property or site different than that upon which the sign is located. **See *On-Premises Sign.***

Off-premises advertising: Any depiction, including text, logos, symbols, or other messaging, that directs attention to a business, commodity, service, or entertainment conducted, sold, or offered on premises other than where such a sign is located or to which it is affixed.

Outline lighting: An arrangement of incandescent lamps or electric discharge tubing that outlines or calls attention to certain features of a building or sign including, but not limited to, its shape.

Painted sign: A sign that is directly painted or otherwise applied to an exterior surface of a building or structure that contains text, logos, symbols, or other messaging depicting a product or service occurring, provides advertising, identification, or other commercial-messaging related to a particular business or use.

Pennant: A freestanding temporary sign constructed from non-rigid, non-durable materials attached to a rigid frame fixed to or placed on the ground. Messaging is typically printed or attached to non-rigid material.

Permitted sign: A sign in compliance with all current applicable sign regulations.

Personal Sign: Any non-commercial sign which is placed for the purpose of expressing protected speech.

Portable sign: A temporary sign that is not permanently attached to the ground or a building or a structure and may be removed without any special equipment or machinery.

Prohibited sign: A sign which may not be erected in any zoning district within the Village of Homewood.

Projecting sign: A sign that projects from the exterior surface of a building or structure with a sign area that is perpendicular to the surface to which the sign is mounted.

Projection: The distance between a wall or exterior surface of a building or structure and the maximum extent of a projecting sign mounted to the wall or exterior surface of a building or structure.

Public Art: A freestanding structure constructed for artistic expression on property (except single-family residential properties), which does not contain text, logos, symbols, or other messaging depicting a product or service, nor advertising or identification of a particular business. Public art installations may include, but are not limited to, sculptures, monuments, statues, light displays, and other permanent artistic structures.

Pylon sign: A freestanding sign, mounted or otherwise attached to a steel column or other rigid structure is fixed in the ground and designed to separate the sign area from the ground.

Real estate sign: Signs related to the sale, rental, management, or lease of real property.

Replacement: The reconstruction of a sign in the same location as a former sign, with identical specifications to the sign that previously existed at the location.

Rigidity: The resistance of a sign structure or material to bend or move under normal environmental conditions, including typical weather conditions.

Roof sign: A sign or sign structure, any portion of which is erected, constructed, and maintained above any portion of the roof of a building.

Rotating sign: A moving sign that rotates or moves in a circular motion, regardless of whether the movement is initiated by external means (natural force, human input, etc.) or by internal means (motor, electrical power, etc.)

Separation:

> **Building separation.** The distance from a building or structure to a sign or sign structure, as measured to the closest point of the sign or sign structure to the building or structure.
>
> **Lot line separation.** The distance from a lot line to a sign or sign structure, as measured to the closest point of the sign or sign structure to a lot line.
>
> **Sign separation.** The distance from a sign or sign structure to another sign or sign structure, as measured from the closest point on either sign or sign structure to one another.

Sign permit: A building permit is issued for any sign or sign structure that complies with all current applicable sign regulations of the Village of Homewood.

Sign: Any name, figure, character, outline, display, announcement, messaging, or device designed to attract attention outdoors toward any particular purpose, use, or activity requiring the issuance of a sign permit by the Village of Homewood. A sign shall not include landscaping elements, architectural elements, or support structures which comprise a sign structure. **See *Sign Structure*.**

Sign Structure: Any structure supporting a sign. Sign structures are not included in any sign area measurement. **See Section 44-10-04. See *Sign.***

Site: A zoning lot or parcel with boundaries within which the construction or alteration of a sign or sign structure is proposed.

Streamer: See *Banner.*

Temporary sign: Any sign, banner, bunting, pennant, valance, or advertising displayed for a limited time allowed by this Code or Village ordinances or regulations.

Traffic control sign: A government sign designed to communicate public safety or law enforcement information related to the movement of vehicle or pedestrian traffic, parking requirements, or other traffic information. This definition does not include signs constructed on private property to support and facilitate traffic flow, wayfinding, and navigation, or supporting the operation of a particular use or site layout on private property. **See *Instructional Sign*.**

Transparent area: Any area, including windows, doors, or other openings in a building or structure, which permits visibility of the interior of a building or structure from the exterior of the same building or structure.

Valence (awning): A non-fixed hanging portion of an awning structure.

Variance (sign): A variation from sign requirements approved by the Village of Homewood due to a particular extenuating hardship not self-imposed by the property owner.

Visibility: The interpreted ability of a sign to be viewed easily from the location of its intended audience.

Wall sign: A sign that is attached to or affixed to the wall of a building or structure.

Window sign: A sign, whether temporary or permanent, located within a transparent area of a building with the expressed intent of being visible from the exterior of a building. Window signs include signs located interior of a building that are visible primarily from the exterior of a building.

44-07-13. Sign Reviews

A. Sign Permit Review

1. Applicability. A sign permit must be obtained before any person may construct, move, alter or maintain any sign type permitted by Section 44-10-03 of this ordinance, except temporary non-structural signs permitted by Section 44-10-07 of this ordinance.

2. Requirements. The following materials shall be submitted to the director of economic and community development for a sign permit:

a. Completed application;

b. Plans indicating dimensions of proposed signage, total sign area, materials, location on property, structural elements including bracing and support, means of attachment, and illumination method.

3. Action by Director of Economic and Community Development. Upon receipt of a complete permit application, the Director of Economic and Community Development shall review the materials to ensure the application conforms to the provisions of this Section and may approve, approve with conditions, advance the application to an Appearance Commission as an Appearance Review, or deny the application. The Director shall provide a letter to the applicant indicating the decision and public meeting information.

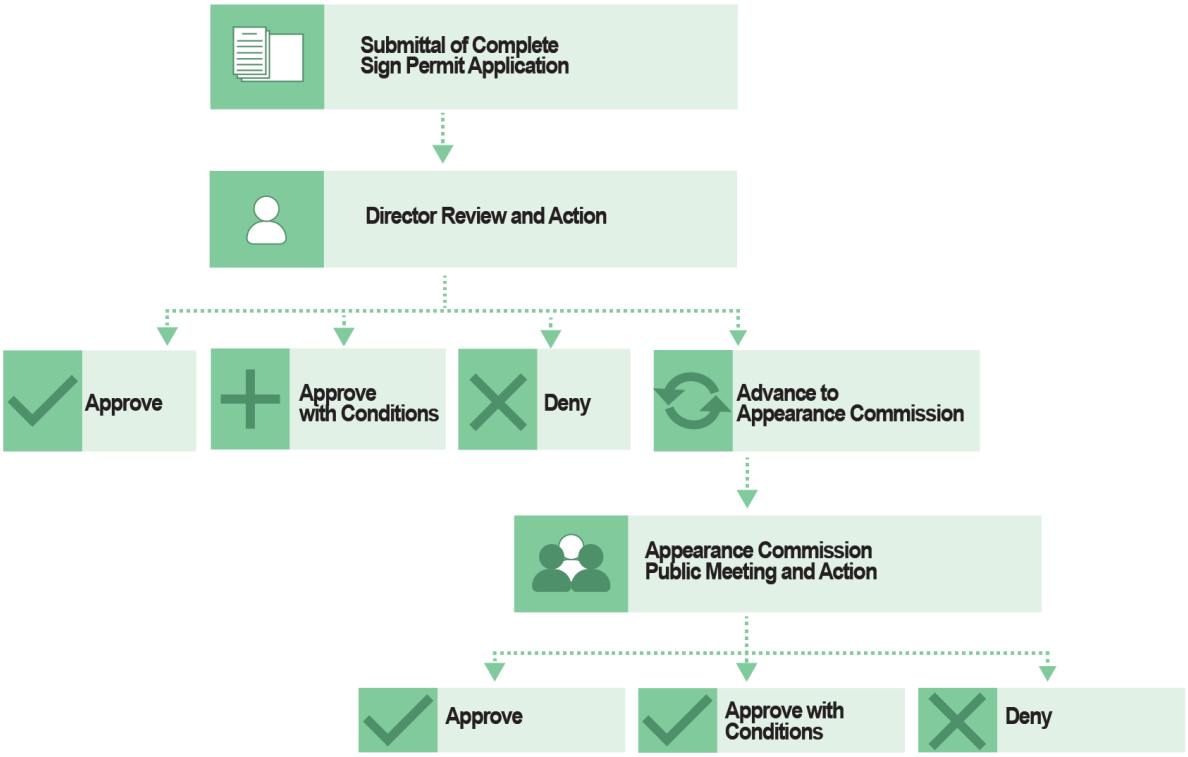
4. Action by Appearance Commission. Any sign permit application advanced as an Appearance Review shall be reviewed by the Appearance Commission. The Appearance Commission shall review application materials and any oral or written comments received at the public meeting. The Appearance Commission shall then approve, approve with conditions, defer the application to the Village Board, or deny the application in accordance with the procedure in Section 44-07-14. The decision shall be forwarded to the Chief Building Inspector and the Director of Economic and Community Development.

5. Fees. The Chief Building Inspector shall determine fees for any signage permit in accordance with the Village fee schedule.

6. Additional Permits. Any permit required elsewhere in this Code for electrical or structural work in connection with any sign must be obtained in addition to the sign permit provided for in this section. The Chief Building Inspector, who issues final permits for the sign, shall oversee these approvals.

7. Expiration. A sign permit shall automatically expire without any further action by the Village if the sign for which the permit was granted has not been established at the approved location within a period of one year from the date the permit was approved. An extension of the time may be granted by the Director of Economic and Community Development for good cause shown by the applicant, provided a written request is filed with the Village at least four weeks prior to the respective deadline.

Figure 44-07-13.A.1. Sign Permit Review Procedures



B. Comprehensive Sign Program (CSP) Review

1. Applicability. A Comprehensive Sign Program (CSP) must be approved prior to the issuance of any sign permit within a development meeting the requirements within **Section 44-10-08.A.**

2. Requirements. The following materials shall be submitted to the director of economic and community development upon receipt of a Comprehensive Sign Program application:

a. Completed application form;

b. Property owner authorization;

c. Map of parcel(s) and boundaries within which signs shall comply with the Comprehensive Sign Program (CSP);

d. Elevation drawings or annotated images for any building elevation where signage is proposed or where sign band areas are proposed for permitted future signage placement, as demonstrated in **Figure 44-07-13.B.2** and **Figure 44-07-13.B.3.**

e. Elevation drawings or annotated images for any freestanding sign, including monument/ground signs and pole (pylon) signs proposed;

f. Any design or form standards proposed for all current or future signage within the defined area of the Comprehensive Signage Plan (CSP), as applicable to any application.

g. Responses to modification standards, as applicable to any application.

3. Action by Director of Economic and Community Development. Upon receipt of a complete application, the Director of Economic and Community development shall review the materials for compliance with the provisions of this section. The Director of Economic and Community development shall then schedule the application for consideration by the Appearance Commission.

4. Action by Appearance Commission. The Appearance Commission shall review the application, the staff report, any oral or written comments received at the public meeting, and responses by the applicant to the standards for Comprehensive Sign Programs (CSP), as defined in Section 44-10-09.D. The Appearance Commission shall then approve, approve with conditions, defer the application to the Village Board, or deny the application.

5. Records. A record of all sign permit applications within an area subject to an approved Comprehensive Sign Program, amendments to the Comprehensive Sign Program approval, or interpretations related to the Comprehensive Sign Program, shall be kept on file in the office of the Director of Economic and Community Development and shall be available on request to any person pursuant to the Freedom of Information Act, 5 ILCS 140/1 et. seq.

6. Additional Permits. A Comprehensive Sign Program (CSP) shall not constitute a sign permit for any individual sign.

7. Appearance Review Exemption. Signs which are compliant with sign standards within an approved Comprehensive Sign Program (CSP) shall be approved or denied administratively by the director of economic and community development.

8. Amendment and Repeal. The Comprehensive Sign Program (CSP) shall remain in effect for all property within the area defined by the original application unless amended or repealed.

a. Amendment. Amendment applications shall be completed and filed with the director of economic and community development. The director of economic and community development shall review the application and approve, approve with conditions, advance the application to the Appearance Commission, or deny the application.

b. Repeal. A repeal of the Comprehensive Sign Program shall require written agreement of all property owners within the defined boundaries of the Comprehensive Sign Program, filed with the director of economic and community development at least 30 days in advance of the proposed date of repeal.

i. **Modifications and Non-Conformities.** Any sign which was approved with modifications as found in a repealed Comprehensive Sign Program shall be considered a legal non-conforming sign structure and shall be subject to the limitations for such signs found in **Section 44-10-09.B.**

Figure 44-07-13.B.1. Comprehensive Sign Plan Review Procedures

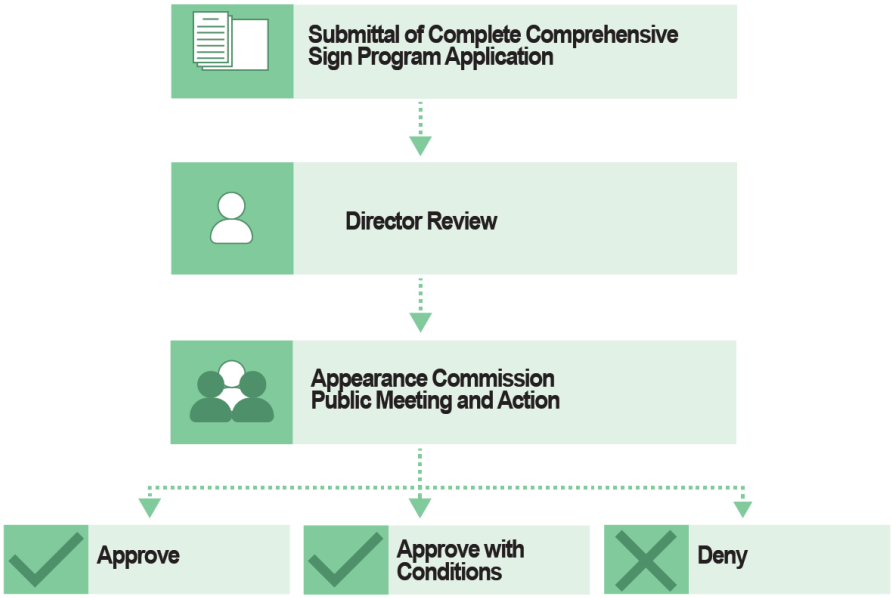


Figure 44-07-13.B.2. Comprehensive Sign Plan Site Submittal Example

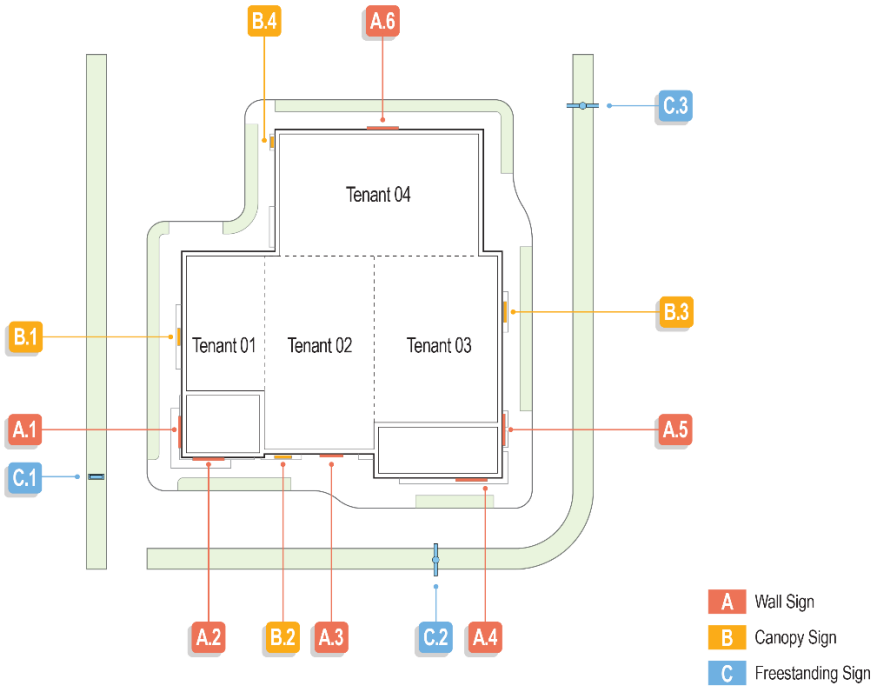
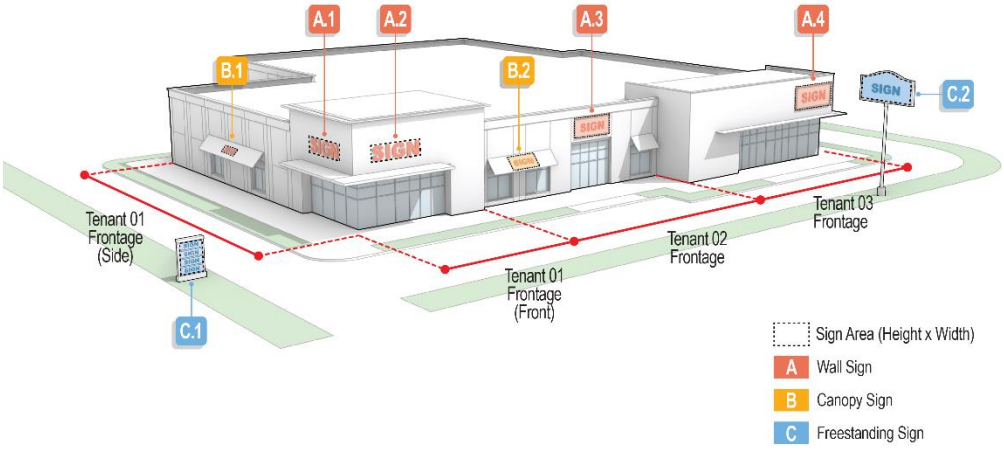


Figure 44-07-13.B.3. Comprehensive Sign Plan Elevation Submittal Example



C.

1. Purpose. Given the unique commercial significance and design considerations applied to sign decisions, Sign Variances are considered as a unique process from other Variances in this Ordinance. The Sign Variance process is designed to provide a narrowly circumscribed method of relief from unforeseen applications of Section 44-10 of this Ordinance which may create practical difficulties or particular hardships. A Sign Variance may be granted for practical difficulties barring a strict application of the regulations of this Ordinance, which stem from a particular hardship on a property. Modifications that are not caused by a hardship prohibiting the strict application of this Ordinance shall be reviewed via the Comprehensive Sign Plan (CSP) review process.

2. Authority of the Appearance Commission. As authorized in Section 44-07-03, provided the request is due to a unique circumstance or hardship related to the location, orientation, frontage placement, or demonstrable feature of the property, the Appearance Commission has authority to make the final decision in Sign Variance requests only in the following instances:

1. To permit sign area that exceeds the maximum sign area ratio or total for a particular sign type.

2. To modify requirements for the number of permitted signs;

3. To modify requirements for sign height;

3. Sign Permit Application Concurrent. The Sign Variance application shall be reviewed with a sign permit application, including all materials required for a sign permit application per Section 44-07-13.A.

4. Action by the Director of Economic and Community Development. Upon receipt of a complete application, the Director of Economic and Community Development shall review the materials against the Standards of Sign Variance in this section. The Director of Economic and Community Development shall then schedule the application for consideration by the Appearance Commission.

5. Action by the Appearance Commission. The Appearance Commission shall review the application, the staff report, any oral or written comments from the public meeting, and the applicant's responses to the standards. The Appearance Commission shall then approve, approve with conditions, or deny the application. The decision shall be forwarded to the Chief Building Inspector and the Director of Economic and Community Development.

6. Standards of Sign Variance. In considering an application for a Variance, the decision-making authority shall review the responses by the applicant to the standards set forth below:

a. Can the property in question yield a reasonable return if permitted only under the signage regulations governing the district within which the property is located?

b. Is the plight of the owner due to unique circumstances that are not self-imposed, including property location, orientation, frontage placement, or demonstrable feature of the property, which is communicated by the applicant?

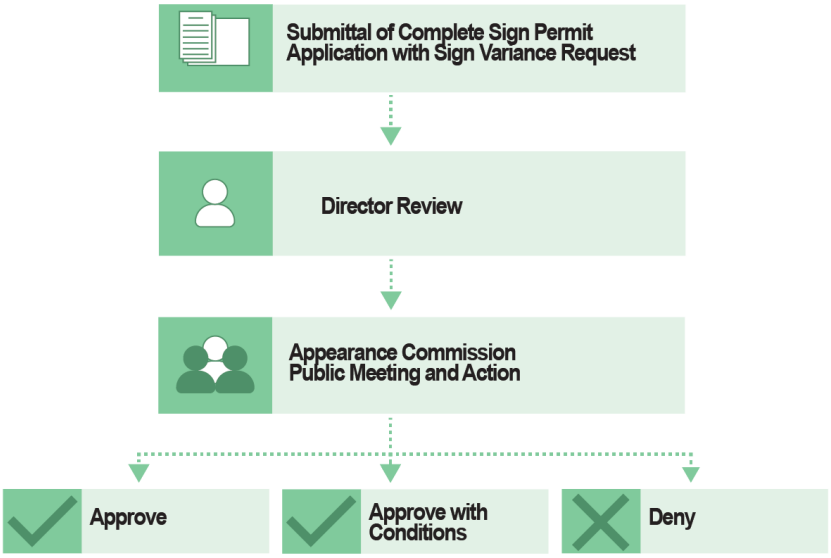
c. If granted, will the Sign Variance adversely affect the health, safety, or public welfare near the sign?

d. If granted, will the Sign Variance negatively affect or harm the architectural character of the area in which the sign is proposed?

e. Is the Sign Variance in alignment with the Comprehensive Plan, Appearance Plan, and other adopted plans of the Village?

7. Expiration. The approved Sign Variance shall automatically expire without further action by the Village if the applicant fails to obtain the sign permit concurrent with the variance within one year of the approval. An extension of the time requirements may be requested in writing and granted by the director of economic and community development for good cause shown by the applicant, provided a written request is filed with the village at least four weeks prior to the respective deadline.

Figure 44-07-13.C.1. Sign Variance Procedures



44-07-14. Appearance Review

A. Appearance Review Procedure

1. Purpose. The Appearance Review process serves as a design review procedure for new development occurring within Village limits. The design review procedure is guided by the Appearance Plan, Village Zoning Ordinance and the Village Comprehensive Plan, and is designed to encourage development, which is harmonious with and improves the quality and effectiveness of urban design within Village limits. The Appearance Review procedure serves as the mechanism by which the Appearance Commission is to fulfill its stated power and duty to "consult with other municipal and governmental bodies on matters affecting the appearance of the Village."

2. Applicability. An Appearance Review shall be required for any of the following applications or proposals:

a. Any erection, construction, alteration or repair of any building or structure other than a single-family residential building;

b. Any movement of any existing structure or building onto any lot in the Village;

c. Any Sign Permit Review elevated to the Appearance Commissioner by the Director of Economic and Community Development pursuant **Section 44-07-13.A.3;**

d. Murals and other public art installations;

e. Any proposed public work or public improvements excluding public infrastructure projects having no changes to landscaping or site improvements;

The following improvements are exempt from Appearance Review:

f. Any interior project requiring a building permit exempt from zoning review, including interior signs which are not directly visible from public right-of-way;

g. Building permit applications for the construction of fences and other structures accessory to a single-family residential principal use, excluding accessory dwelling units as defined in **Section 44-04-14.**

3. Requirements. The following materials shall be submitted to the director of economic and community development for Appearance Review:

a. Completed application;

b. Narrative describing all proposed improvements;

c. Site plans depicting all proposed improvements;

d. Landscape plans;

e. Elevation drawings or annotated images depicting all proposed improvements;

f. Color and material board depicting all proposed materials and colors to be utilized on proposed improvements; and

g. Photometric plan depicting all lighting fixtures to be used on any proposed improvements.

All required items except for (1) may be waived by the Director of Economic and Community Development as a requirement for any application.

4. Action by the Director of Economic and Community Development. Upon receipt of a complete application and waiving any required materials, the director of economic and community development shall review the materials for compliance with the provisions of this Chapter and other Village ordinances. The director of economic and community development shall then schedule the application for consideration by the Appearance Commission.

5. Action by the Appearance Commission. The Appearance Commission shall review the application, the staff report, and any oral or written comments received at the public meeting. The Appearance Commission shall consider the application for compliance with the approved Appearance Plan pursuant Section 28-26 of the Village Code of Ordinances. The Commission shall then issue a recommendation to approve, approve with conditions, or deny the application as proposed. The Appearance Commission may also defer an Appearance Review decision to the Village Board of Trustees for a final decision.

6. Action by the Chief Building Inspector. Upon the approval by the Appearance Commission, a notice of decision and all materials upon which the recommendation was granted shall be provided to the Chief Building Inspector, designee for completing approval of building permits, or other applications submitted to the Building Division.

7. Planning and Zoning Commission. Should any improvement subject to an Appearance Review require a public hearing before the Planning and Zoning Commission, the director of economic development shall schedule the Planning and Zoning Commission hearing to occur prior to the Appearance Commission meeting.

44-04-14.C. Murals and Art Installations (Murals Defined as an Accessory Use)

A. General Provisions

Any mural, defined in **Section 44-10-11**, erected in the Village of Homewood after [**date of adoption**], may be erected upon approval of a Mural and Art Installation application and meeting the following conditions:

1. Commercial Messaging. Under no circumstances may a mural contain any commercial messaging, including but not limited to business names, brand artwork, insignias or logos, or other references, whether direct or implicit, to the use occurring within the building upon which the mural is located. Commercial messaging painted on a building façade shall constitute a painted sign and be subject to the requirements for painted signs in Section 44-10-06 of this ordinance.

2. Encroachments. No component of any mural shall encroach into the public right-of-way.

3. Obstructions. No mural or art installation shall be placed where visibility from the public right-of-way is partially or fully obstructed by permanent structures or site elements, including but not limited to architectural features, landscaping, or ground and wall-mounted equipment.

4. Applications. All murals and art installations proposed within Village limits shall be reviewed pursuant to the process requirements in Section 44-07-15, including adherence to all standards found in **Section 44-07-15.** Murals applications initially by the Village of Homewood shall be exempt from the review process unless otherwise directed by the Village Board of Trustees.

44-07-15. Murals and Art Installations

A. Purpose

Murals are defined in **Section 44-10-11** as, "**[insert final definition].**" Murals represent unique opportunities for the display of private artwork on the facades of buildings within the Village in a manner visible to the public. Murals require a unique review to assess the location's potential contribution of artwork to the welfare of the Village while providing opportunities for input from the public regarding visible art installations within the Village.

B. Procedure.

Upon receiving a completed Mural/Art Installation application, the Director of Economic and Community Development will review the mural against the zoning requirements for murals and public art installations in Section 44-05-14. The director shall then schedule the application for recommendation by the Appearance Commission and a decision by the Village Board.

1. Action by the Appearance Commission. The Appearance Commission shall review the application, and any oral and written comments received at the public meeting, and determine the level of compliance with zoning requirements and standards for murals and art installations. The Appearance Commission shall forward its recommendation to approve, approve with conditions, or deny the application.

2. Action by the Village Board. Following the public meeting, the Appearance Commission will forward its recommendation to the Village Board. Upon receiving the report from the Appearance Commission, the Village Board shall approve or deny the application.

C. Standards

In considering an application for a mural or art installation, the following standards shall be used to measure the suitability of the proposed improvement:

1. Will the proposed artwork cause injury or harm to specific individuals, groups of individuals, or organizations within the village which may threaten public peace or well-being?

2. Is the location and design of the proposed artwork in alignment with the comprehensive plan and other adopted plans of the village?

3. Is the proposed artwork located and designed in alignment with the design guidelines of the Village Appearance Plan?

4. Is the proposed artwork so designed and located to protect public health, safety, and welfare?

5. Is the mural or art installation located in a manner architecturally appropriate for the size, scale, and orientation of the proposed artwork?

6. Will the proposed artwork be publicly visible and accessible in a manner that does not impede the safety, health, or welfare of the viewer?

7. Does the proposed artwork provide positive cultural contributions to the community, including highlighting historical, archeological, cultural, natural, or scenic resources located within the village?

8. Is the artwork proposed in such a manner that the building on which the mural or artwork is affixed will not be damaged or suffer long-term deterioration due to the placement of the mural?

9. Are the materials proposed for use in the artwork appropriate for the location of the artwork, including the material of the façade on which the artwork is to be affixed?

D. Conditions

The Appearance Commission may recommend and the Village Board may impose conditions or restrictions on the approval of the proposed artwork. Under no circumstances shall any condition impose a content-based restriction on any proposed artwork.

E. Expiration

The mural or art installation approval shall automatically expire without further action by the village if the applicant fails to commence work on the proposed mural or art installation within one year of the approval. An extension of time requirements may be requested in writing and granted by the director of economic and community development for good cause shown by the applicant, provided a written request with the village at least one week prior to the respective deadline.

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Collective Bargaining Agreements-Metropolitan Alliance of Police Chapters 621 and 622

PURPOSE

After a short and successful period of negotiations, the Village of Homewood reached separate tentative agreements (T/A) with the Metropolitan Alliance of Police (MAP) Chapters 621 representing patrol officers and 622 representing the sergeants. The Village was notified that both MAP unions received sufficient votes to ratify their agreements. Staff is requesting that the Village Board approve both agreements.

PROCESS

MAP 621, which represents the Patrol Officers, previously operated under a four-year collective bargaining agreement that expired on April 30, 2025. Village staff held three (3) negotiation sessions with the union in order to reach a new agreement.

MAP 622, the newly formed union representing Police Sergeants, participated in four (4) negotiation sessions and finalized their first collective bargaining agreement.

OUTCOME

Key highlights of the agreement terms are identified below.

- **Contract Term:** Three years
- **Military Leave and Body Camera Language:** Updated to reflect federal/state statutes
- **Uniform Allowance**: Increased from $1,000 to $1,250
- **Bereavement Leave:** Three calendar days per the Family Bereavement Leave Act or at Chief's discretion
- **Vacation Accrual Adjustments:** Enhanced tiered schedule up to 240 hours after 15 years and new hires accrue additional vacation hours after a year of hire.
- **Retirement Health Savings (RHS):** Increased employee contribution to 4%
- **Responder Compensation (CIU On-Call):** Changed from three hours overtime to five hours overtime per week (affects one sergeant and three officers)
- **Longevity Pay:** Updated to:
    - 6–10 years: $800
    - 10–15 years: $1,100
    - 15–19 years: $1,500
    - Over 19 years: $2,000

- **Cost of Living Adjustment (COLA):**

Contract Year	Year 1	Year 2	Year 3
Fiscal Year	*5/1/2025 to 4/30/2026*	*5/1/2026 to 4/30/2027*	*5/1/2027 to 4/30/2028*
	3.50%	**3.50%**	**4.00%**

Non-Union Employees
It is customary to present cost-of-living adjustments (COLA) for non-union employees to the Village Board at the same time as those for union-represented employees. If approved, the COLA for the Village's 44 non-union employees will align with the adjustments negotiated for the 34 members of MAP 621 and the 7 members of MAP 622. All COLA adjustments—for both police unions and non-union staff—will be retroactive to May 1, 2025, with eligible employees expected to receive retroactive pay in September.

FINANCIAL IMPACT
Budgeted Amount: N/A

LEGAL REVIEW
Completed by Village's Labor Attorney

RECOMMENDED BOARD ACTION
Approve a three-year collective bargaining agreement between the Village of Homewood and the Metropolitan Alliance of Police Chapter 621 retroactive to May 1, 2025, and extending through April 30, 2028; and, approve a three-year collective bargaining agreement between the Village of Homewood and the Metropolitan Alliance of Police Chapter 622 retroactive to May 1, 2025, and extending through April 30, 2028; and, approve a corresponding cost-of-living adjustment for non-union Village employees retroactive to May 1, 2025.

ATTACHMENT(S)
- MAP 621 Contract
- MAP 622 Contract

THE VILLAGE OF HOMEWOOD
1893

AGREEMENT

BETWEEN

VILLAGE OF HOMEWOOD

AND

METROPOLITAN ALLIANCE OF POLICE CHAPTER 621

August 1, 2025 – April 30, 2028

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOMEWOOD, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, HOMEWOOD POLICE CHAPTER #621 (hereinafter referred to as the "Union"), is in recognition of the Union's status as the exclusive representative of the Village's non-supervisory, sworn peace officers as described in Section 1.1 and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I.
RECOGNITION

Section 1.1 Recognition

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2 Probationary Period

The probationary period shall be twelve (12) months in duration following proper certification by the Police Training Board. For those who already possess such certification at the time of employment, the probationary period shall begin with the date of employment. Time absent from duty or not served for any reason except vacation leave, sick leave, and holidays shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, except that the Village may suspend or discharge a probationary officer without cause and such action shall be final and the officer shall have no recourse to the grievance procedure or otherwise to contest such suspension or discharge.

Section 1.3 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II.
UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Union dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective check off authorization. The fixed dollar amount to be deducted each paycheck shall be Forty Seven Dollars ($47.00) per month. The dues to be deducted may be changed once a year by the Union. If an employee's check is less than the dues amount, the Village has no obligation to make the deduction.

A Union member desiring to revoke the dues check off may do so by written notice to the Village at any time during the thirty (30) day period prior to the annual anniversary date of the contract. Dues shall be placed in the mail to the Union by the 15th day of the month following deduction.

Section 2.2 Union Indemnification

The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that the Village does not initiate or prosecute such action. If an improper deduction is made and forwarded to the Union, the Union shall refund directly to the employee any such amount.

Section 2.3 Names And Work Classification

The Village shall provide the Union within thirty (30) days of hire the name, classification, rate of salary and starting date of any new employee hired into the bargaining unit.

Section 2.4 Union Use of Bulletin Boards

The Village will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III.
LABOR-MANAGEMENT MEETINGS

Section 3.1 Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

(a) discussion on the implementation and general administration of this Agreement;

(b) a sharing of general information of interest to the parties including a discussion of unusual compensation for unusual work if requested;

(c) notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees.

Section 3.2 Content

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3 Attendance

Attendance at labor-management meetings shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV.
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees for purposes other than merit pay; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V.
BODY WORN CAMERA

Attached as Exhibit E is the agreed upon terms of a Memorandum of Understanding related to the use of officer body worn cameras.

ARTICLE VI.
HOURS OF WORK AND OVERTIME

Section 6.1 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2 Normal Workweek and Workday

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall average forty (40) hours per Departmental calendar week resulting in 2,080 hours of work per year. Each officer will be allowed to take a paid thirty (30) minute meal break and a paid fifteen (15) minute meal break, which may be combined, during an eight (8) or more hour period of time actually worked. Vacation time or compensatory time taken during a shift does not count towards the eight (8) hours of time worked. If the meal breaks are taken prior to the vacation or compensatory time, the thirty (30) -minute meal break time will be charged against the vacation or compensatory time used during that shift. If an officer's meal break is interrupted by work duties; the officer's meal break shall be re-scheduled if the workload permits or the officer shall forego his meal break, without additional compensation, if the workload doesn't permit a re-scheduled meal break. The parties recognize that the paid meal break may result in the Village having to implement an early car/late car system in order to avoid gaps in coverage on the street.

Section 6.3 Changes in Normal Workweek and Workday

The shifts, workdays and hours to which employees are assigned shall be stated on the quarterly departmental work schedule at least one (1) month in advance of the beginning of the quarter. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday or workweek, the Village will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such change. The Village agrees that there shall be thirty (30) days' notice for any change in an employee's day off key.

Section 6.4 Changes in Shift Assignments

The shift to which an employee desires to be assigned to shall be bid upon by seniority in September of the preceding year, except that in the event such a bid shall result in a shift which possesses an unbalanced mixture of youth and experience the Chief shall have the right to balance the shift as he considers appropriate.

In the event an officer rotates out of a specialty unit during mid-year, the officer may select the shift he/she desires to be assigned to consistent with the procedures provided for in the annual shift bid in the preceding sentence. All rotations shall be scheduled to rotate on January 1 and officers rotating from such assignments on January 1 shall participate in the regular shift bid held the preceding October.

When manpower must be changed from one shift to another within the Patrol Division during a calendar year, the shift of the most junior officer in the Patrol Division who is not on

probationary status will be changed to meet manpower requirements. If the change results in a second manpower shortage, the shift of the second most junior officer will be changed to accommodate the secondary shortage. This process for changing shifts shall continue in the same manner with succeeding junior officers until no further manpower changes are required.

Section 6.5 Overtime Pay

Overtime at the rate of time and one-half (1½) an employee's regular straight-time hourly rate of pay shall be paid for all hours worked beyond the employee's regularly scheduled workday or duty shift, such pay to be calculated in fifteen (15) minute segments.

Section 6.6 Compensatory Time

In situations where it is determined to be in the best interests of the Village and mutually agreed by the Village and the affected employee, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1½) rate. In such situations, compensatory time shall be granted at such times and in time blocks not less than one-quarter (.25) hour increments as are mutually agreed upon between the involved employee and his supervisor, except on holidays; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. The Village shall grant requests for two (2) hours of compensatory time off when the shift falls one officer below minimum staffing provided that the officer notifies his supervisor not less than forty-eight (48) hours before the start of the officer's shift. Such requests shall be granted only at the beginning or end of the shift and will not be granted in the middle of the shift. The Village shall bring the shift to the minimum staffing level pursuant to Section 6.10 Planned Overtime for Patrol Shifts.

If two or more employees simultaneously submit requests for the use of compensatory time on the same shift on the same date, the employee with the most seniority shall be given preference. A maximum of one hundred twenty (120) hours can be accumulated.

Section 6.7 Court Time

Employees who would otherwise be off-duty shall be paid their overtime rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned officer or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Employees will be paid a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day, or actual time spent, whichever is greater. These minimums shall include court preparation time.

Section 6.8 Call-Back Pay

An employee called back to work after having left work shall receive a minimum of two (2) hours' pay at overtime rates unless the time extends to his regular work shift or unless the individual is called back to rectify his own error, at which time the two-hour minimum shall not apply. If called back to correct his own error, the employee will be paid at overtime rates only for time actually spent. Any time an officer is held fifteen (15) minutes or more beyond his regular shift, he shall be paid at his overtime rate for each full fifteen (15) minutes he is held over.

Section 6.9 Computation of Hourly Rate of Pay

For purposes of determining overtime compensation, a police officer's salary shall be computed based upon an annual work year of 2,080 hours, and shall include education pay, if any.

Section 6.10 Overtime

Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief of Police or designee(s), except under emergency circumstances, will assign overtime as described in the paragraph which follows. However, volunteers will not necessarily be selected for work in progress being performed by a specific officer. Also, specific officers may be selected for special assignments based upon specific skills, ability and experience they may possess.

Section 6.11 Overtime Callout Procedure

Regular Overtime Call-Out to Cover a Full Shift Procedure

Time permitting and when a shift commander has been made aware of a manpower shortage at least one and one half (1½) hours in advance of the manpower shortage, the Village will attempt to contact those officers simultaneously, via cell phone, on the shift that overtime is required, who are on their day(s) off. Officers will have twenty (20) minutes to respond to the page and the most senior officer who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime.

Should officers not be reached or decline the full shift overtime, the Village shall then, by seniority, attempt to contact those officers presently on duty, and request a holdover of four (4) hours. Officers will have twenty (20) minutes to respond to the page and the most senior officer who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When an officer is already working a full overtime shift, that officer will be last in eligibility, regardless of seniority, to work the additional holdover of four hours overtime. If a holdover cannot be obtained voluntarily, the Village may require, by reverse seniority, an employee(s) to work the holdover time, not to exceed four (4) hours.

The Village will then attempt to contact simultaneously, via cell phone, those officers assigned to report for the next regular on-coming shift, by seniority, requesting an early report to duty (four (4) hours). Officers will have twenty (20) minutes to respond to the page and the most senior officer who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When an officer is already scheduled to work a full overtime shift on the on-coming shift, that officer will be last in eligibility, regardless of seniority, to work the additional early report of four (4) hours overtime. If an early report cannot be obtained voluntarily, the Village may require, by reverse seniority of those contacted, an employee(s) to work the early report, not to exceed four (4) hours.

If overtime is not filled by those officers eligible during the time frame set, then one (1) "all call" text message via cell phone will be generated to all bargaining unit officers to fill the available overtime based on seniority. If no officers respond to the text message, the officer who has been held over from the previous shift will be required to work the full eight (8) hour shift.

Extra duty (not immediately following or preceding regular shift assignments -planned overtime)

The Village shall, time permitting, by seniority, attempt to contact those employee(s) who are on their regular day off on the day overtime is required, in order to obtain the required personnel on a voluntary basis.

If no volunteers are obtained, reverse seniority shall be utilized to obtain necessary officers.

Planned Overtime Call-Out for Patrol Shifts Procedure

A staffing need shall be considered "planned overtime" when the Village becomes aware of a staffing shortage on a patrol shift forty eight (48) or more hours in advance of said shift and determines that overtime will be required to fill the shortage. In such circumstance, the following procedure shall be employed to fill the shortage:

Planned Overtime Call-Out Procedure

The Watch Commander in charge of the shift on which the staffing shortage will exist shall notify officers eligible for the planned overtime through personal contact by telephone or face-to-face conversation. Officers shall not be restricted to respond to said notification within a minimum period of time (i.e. twenty (20) minute rule is NOT applicable), except that any officer willing to accept the planned overtime must notify the Watch Commander within 48 or more hours in advance of said shift.

The Watch Commander shall schedule the officer(s) accepting the planned overtime and shall document which officers decline the planned overtime or do not respond to the notification on the "Overtime Call-out Sheet".

If not enough officers accept the planned overtime within forty eight (48) or more hours in advance of said shift, the regular overtime call-out procedure shall be followed to staff the shortage.

Planned Overtime for Special Assignments Procedure

When the Village becomes aware of a staffing need for a special assignment, the Village shall post the staffing need in a manner similar to a detail assignment as follows:

The "Planned Overtime Call-Out" sheet shall be posted on the detail board with a deadline date by which officers must voluntary sign-up for the special assignment.

Selection of officers to work the special assignment shall be determined by seniority of those officers who sign up.

If the need for the overtime arises less than forty eight (48) hours before the assignment is to be worked, then the overtime assignment will be posted on a first come-first serve basis and the overtime will be announced with a page/text message to all collective bargaining unit members.

Officers scheduled to work during the hours of the special assignment who are interested in working the special assignment must write their initials in the appropriate location on the "Planned Overtime Call-Out" sheet. In the event officers selected to work the special assignment are unable to do so after being selected, the vacancy shall be filled with those officers who initialed the sheet in order of seniority.

Overtime Callout Eligibility

Officers attending training or who are working on an administrative assignment are not eligible to fill a shift staffing shortage and will not be selected if they respond to an overtime call-out to fill a shift when the staffing shortage is on the shift immediately preceding or immediately following the training class or the administrative assignment.

Instructor Assignment Procedure

When the Village becomes aware of an overtime staffing need for any type of instructor within the Homewood Police Department, the assignment shall be offered to officers qualified to conduct the instruction needed based on seniority, except that officers who have a history of poor performance, poor attitude, disciplinary action, or other characteristics that would have an adverse impact on the officers being instructed may not be offered the assignment regardless of seniority. If the officer selected to conduct the instruction is unable or unwilling to do so, it will be his obligation to find a qualified replacement, based on seniority and with the approval of the Deputy Chief responsible for the training function.

Supplemental Staffing Call Out Procedure

Staffing needed for the purpose of supplementing or exceeding the minimum staffing level of a shift shall be posted forty eight (48) hours or more in advance of the shift in question. The most senior employee(s) who signed up shall be granted the assignment.

Time of Call Out Notification

There shall be no restrictions on the time of day that overtime call-out text messages are sent.

Call Out Correction Procedure

Errors made during an overtime call-out procedure shall be corrected by sending one or more corrected call-out text messages via cell phone to all affected employees. If more than one (1) text message is sent to correct the error, the last and final text message shall serve as the correct and official record of which employees were sent the text message, what time the text message was sent, and for calculating the period of time in which employees must respond to the notification. If the Village makes an error and skips over the next eligible officer for overtime assignment, that officer will be assigned overtime in the equivalent amount. This will not be used to supplement existing shift operations.

Resolving Staffing Shortages

If shift staffing falls below minimum staffing levels and a staffing shortage remains one (1) "all call" page will be sent to all employees. If no employees accept the overtime, the employee who has been held over from the previous shift will be ordered to work the full eight-hour shift.

Whenever an officer declines voluntary overtime on the basis of fatigue or illness, and pursuant to the requirements of this Article, it becomes necessary to order that officer to work required overtime, the Chief or his designee may, at his discretion after agreeing with the officer's reasons for declining the overtime, order the next officer, on a reverse seniority basis, to work, who has not also declined the overtime on the same basis. This is to ensure that officers will not be ordered to work overtime when they are, in the opinion of the Chief or his designee, already or soon to be unduly overworked and therefore too fatigued to perform their assigned work properly. Decisions to order other than the least senior officer to work overtime shall be documented. However, decisions to order other than the least senior officer to work overtime as provided for above are totally at the discretion of the Chief or his designee and will not be subject to challenge under the grievance provisions of this Agreement. Concerns relating to a possible violation of the intent of this discretionary power may be considered at a labor/management meeting.

Detail opportunities will be communicated to eligible employees through a posting on the detail board and via email for voluntary viewing while off-duty.

Section 6.12 Officer in Charge Compensation

Any patrol officer who is assigned the regular duties of a Sergeant for at least two (2) consecutive hours shall receive a total premium payment of one (1) hour of overtime pay for the performance of such work.

Section 6.13 Field Training Officer Compensation

Any patrol officer who is assigned to perform the regular duties of a Field Training Officer, for an entire shift, shall receive a total premium payment equal to one (1) hour of the officer's regular overtime hourly rate of pay for the performance of such work.

Section 6.14 No Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 6.15 Special Assignments

Excluding the annual "Homewood Days" event, traffic control related special assignments, or details, may be assigned to Reserve Officers. Examples of such details include parades, road closures, train traffic details, competitive athletic events involving road closures or pedestrian safety, charitable runs and walks involving road closures or pedestrian safety, etc. Traffic control detail associated with the annual "Homewood Days" event shall be assigned to full-time officers.

Other events or special assignments that include alcohol consumption and/or large crowds that may require crowd control, law enforcement action or the use of "police powers" shall be assigned to full-time officers. Examples of such details include guarding prisoners, traffic enforcement details and other enforcement or high visibility/intensity assignments.

ARTICLE VII.
GRIEVANCE PROCEDURE

Section 7.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue, other than disciplinary matters or issues, subject to the jurisdiction of the Homewood Fire and Police Commission shall not be considered a grievance under this Agreement. Disciplinary matters may be grieved according to the procedures contained in Article XX of this Agreement.

Section 7.2 Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days as provided in Step 1 below. A grievance may be initiated by a steward, an aggrieved employee or the Metropolitan Alliance of Police on behalf of a group of employees (class grievance). Grievances regarding discipline imposed by the Chief (or authorized designee) will be filed at Step 4. A grievance shall be processed as follows:

Step 1:

Any employee and/or Steward who has a grievance shall submit the grievance in writing to the employee's (in most cases, the Sergeant in charge) immediate supervisor, specifically indicating that the matter is a "grievance" under this Agreement. The grievance shall contain a general statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence of the matter giving rise to the grievance or within seven (7) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented or at a mutually agreed upon time between the employee and his supervisor within seven (7) days.

Step 2:

If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the appropriate Division Deputy Chief within seven (7) calendar days of receipt of the answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Division Deputy Chief shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Union

business representative, if one is requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Division Deputy Chief shall provide a written answer to the grievant, or to the Union if a Union grievance, within seven (7) calendar days following their meeting.

Step 3:

If the grievance is not settled at Step 2 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief within seven (7) calendar days of receipt of the answer in Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Union representative if one is requested by the employee at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within seven (7) calendar days following their meeting.

Step 4:

If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 3. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union within seven (7) calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within seven (7) calendar days following the meeting.

Step 5:

If the Grievance is not settled at Step 4, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall voluntarily submit a mutual request within seven (7) days after denial of the grievance in Step 4. Both parties shall attempt to reach a mediated agreement to resolve the dispute. This Step 5 mediation process may be waived by mutual agreement of the Parties.

Section 7.3 Grievance Arbitration

If the grievance is not settled at Step 4 or 5 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the Village's written answer as provided to the Union at Step 4 or within ten (10) calendar days after unsuccessfully reaching a mediated agreement at Step 5 (unless waived by mutual agreement):

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree

upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A "coin toss" shall determine the order of striking of names from the arbitration panel. The winner of the coin toss shall have the choice of taking the first or second turn in the striking sequence. Both the Village and the Union shall strike names alternately. The person remaining on the arbitration panel shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript, if mutually agreed to, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Interest Arbitration

For interest arbitration only, the procedures of the ILRB shall be followed, except that the panel of arbitrators shall be provided by FMCS and not AAA, all of whom shall be members of the National Academy of Arbitrators residing in the state of Illinois, Indiana, or Wisconsin.

Section 7.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2 (except merit pay grievances which begin at Step 4). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 7.5 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 7.6 Time Limit for Filing

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limit, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VIII.
NO STRIKE-NO LOCKOUT

Section 8.1 No Strike

Neither the Union nor any of its officers or agents, or members of the bargaining unit, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2 No Lockout

The Village will not lockout any employees during the term of this Agreement as a result of an actual labor dispute with the Union.

Section 8.3 Penalty

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from seeking or obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX.
HOLIDAYS

Section 9.1 Holidays

The following days shall be designated as paid holidays for all employees:

- New Year's Day

DMartin Luther King Jr. Day
- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The exact date to be observed for a holiday shall be as determined pursuant to the terms of 205 ILCS 630/17.

Section 9.2 Holiday Pay and Work Requirements

Employees shall receive eight (8) hours' pay in addition to their regular pay rate for each holiday. Employees who actually work on a holiday shall be paid at two (2) times their regular pay rate for all hours actually worked. Employees may use up to two (2) hours compensatory time, as provided for in Section 6.6 of this Agreement, to complete their regular work shift on a holiday as listed in Section 9.1 of this Agreement and still receive pay at the rate of two (2) times their regular pay rate for the compensatory time used. In order to be eligible for holiday pay, the employee must work the full scheduled work shift immediately preceding and immediately following the holiday, in addition to the holiday when scheduled as part of their normal, monthly, departmental work schedule, unless he or she is on a legitimate paid leave. Nothing in this Section shall be construed to make employees on layoff eligible for holiday pay. Examples of the holiday pay computation are attached as Appendix D.

Section 9.3 Detective Holiday Pay

Detectives shall continue to receive holiday time off with no loss of pay for recognized holidays that fall on a regular scheduled workday.

ARTICLE X.
LAYOFF AND RECALL

Section 10.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their departmental seniority, as provided in 65 ILCS 5/10-2.1¬18.

Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days notification to the Union and the affected employees. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff. The Village further agrees that it will not

change the duties of auxiliary officers or pay part-time officers to perform the regular duties of any bargaining unit member who is on layoff.

Section 10.2 Recall

Any officer who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired, subject to the remaining provisions of this Section 10.2.

Notice of recall shall be sent to the employee by certified or registered mail with a copy to Metropolitan Alliance of Police. The employee must notify the Police chief or his designee of his intention to return to work within three (3) workdays after receiving notice of recall and shall be given fourteen (14) calendar days after receipt of notice of recall to make arrangements to return to work. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee who has not received actual notice fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond. If an employee who has received actual notice of his recall fails to timely respond, his name shall be removed from the recall list.

ARTICLE XI.
VACATIONS

Section 11.1 Vacation Eligibility and Allowances

All officers shall become eligible for vacation in accordance with the schedule listed below:

Years of continuous service completed	Vacation hours
1 year	80
2 years	88
3 years	104
4 years	112
5 years	120
6 years	136
7 years	144
8 years	152
9 years	160
10 years	168
11 years	176
12 years	184
13 years	192
14 years	200
15 plus years	240

Employees shall receive their annual vacation leave allowances in advance on their anniversary date of employment. If an employee separates from employment before completing the year for which he has received a vacation leave accrual, his vacation leave accrual shall be reduced by 1/12 for each month or portion of a month not worked. In the event such reduction results in a negative vacation leave balance, the difference will be deducted from the employee's final paycheck. If an employee is compensated for less than one hundred twenty (120) hours of work in a month, his vacation leave accrual shall be reduced by 1/12.

Section 11.2 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees may request their vacation pay no later than three (3) days prior to the start of a vacation period exceeding five (5) days.

Section 11.3 Scheduling and Accrual

Employees shall be awarded vacation time by the Village in accordance with Village service needs and, if possible, the employee's desires. Subject to the preceding sentence, vacation requests for the period beginning January 1st shall be received by October 1st in any calendar year. Vacation selection shall occur as follows:

(a) More than one (1) bargaining unit officer per shift per day may be scheduled for vacation with the written permission of the Chief or his designee.

(b) Initial vacation selections shall be made by seniority order. Up to two (2) weeks' vacation may be selected, and selections must be in one-week increments.

(c) Once all bargaining unit members have made those initial selections, then a second round of vacation selections shall occur as described in subparagraph (b) above. A third round of selection shall thereafter occur for those employees who have more than four (4) weeks' vacation.

(d) After all weekly selections have been made as described above, officers may, on a seniority basis by November 1st, select any remaining individual one-day (8-hour) vacations with the approval of the Chief or his designee. Thereafter, one-day (8-hour) selections may be made on a first come - first serve basis with the approval of the Chief or his designee. The Village further agrees that one (1) officer per shift will be allowed to utilize a one- day(8-hour) vacation or eight (8) hours of compensatory time per shift when staffing falls to one (1) below the set minimum staffing level, if such request is made at least forty-eight (48) hours in advance.

(e) Vacation selections may be modified upon written request to the Chief or his designee upon thirty (30) days' notice prior to the requested vacation date.

Employees will be required to take vacation days within two (2) years from the date they are accrued. The Village shall grant vacation leave requests in an increment not less than a two (2) hour block of time.

Section 11.4 Emergencies

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of approved vacation day(s) available.

Section 11.5 Administrative Leave Day

For each five (5) consecutive workdays an employee takes off as vacation where the employee is scheduled for a work shift of six (6) consecutive days, the employee shall receive one (1) administrative leave day to be taken in conjunction with five (5) consecutive vacation days to complete the vacation week.

ARTICLE XII.
SICK LEAVE

Section 12.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to utilize sick leave only for illness and/or injury, visiting their doctor or acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family.

Section 12.2 Allowance

Any employee contracting or incurring any non-service-connected sickness or disability, or if such sickness or disability occurs involving an individual of the sergeant in the sergeant's immediate family (defined as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) the sergeant may use accrued sick leave with pay pursuant to the remaining terms of this Article.

Section 12.3 Days Earned in Accumulation

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 12.4 Notification

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may subject the employee to discipline, as well.

Section 12.5 Medical Examination

The Village may, at its discretion and expense, require an employee to submit a physician's verification of illness from a physician designated by the Village. If it is a family member who is sick, the Employer may require a doctor's verification of the illness. In all circumstances, a physician's verification will be required when an employee is absent for four (4) or more consecutive workdays due to an illness of himself or a family member, except if the absence is due to a highly contagious disease. If an employee is diagnosed with a highly contagious disease, a physician's verification that the employee is no longer contagious and the employee may return to work will be required in all instances and for any period of time the employee is absent. Such verifications must be provided upon the employee's return to work. All verifications required by this Article shall be on a form prescribed by the Village.

Section 12.6 Sick Leave Utilization and Buy-Back

Sick leave shall be used in no less of an increment than one (1) hour. Any employee discharged for just cause forfeits all sick leave accrued benefits.

Section 12.7 Non-use of Sick Leave Bonus

Any officer who in the previous full calendar year of full-time employment with the Village has used zero (0) sick leave days shall receive one (1) additional day off with pay. The day off with pay shall be taken within one year after the day off is earned and with the approval of the Chief of Police.

Section 12.8 Catastrophic Sick Leave Bank

Any officer may participate in the Catastrophic Sick Leave Bank policy attached as Appendix C.

Section 12.9 Paid Leave Time Waiver

The Village and the Union agree that the terms and provisions of paid time off available in this Agreement meet and exceed the requirements of the State and County paid leave laws and therefore any conflicting provisions are waived by mutual agreement.

ARTICLE XIII.
ADDITIONAL LEAVES OF ABSENCE

Section 13.1 Discretionary Leaves

The Village may grant a leave of absence under this Article to any bargaining unit employee where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 13.2 Application for Leave

Any request for a leave of absence shall be submitted in writing via department memorandum or by email, by the employee to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 13.3 Military Leave

Military Leave – A patrol officer who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights and other rights as provided by applicable federal and/or state statute (e.g., ISERRA and USERRA.

Section 13.4 Jury Leave

Employees covered by this Agreement who are required to serve on a jury or are called for jury duty on days they are scheduled to work shall sign their jury duty checks over to the Village, excluding any payments for incidental expenses such as travel, meals and parking. The Village shall compensate such employees, at their regular rate of pay, for the regularly scheduled workday. Employees who serve on a jury or are called for jury duty for less than their regularly scheduled work day in a given day may be excused from further work for the Village that day at the discretion of the Chief of Police or his designee(s) after considering the actual number of hours the employee spent on jury duty that day and the employee's work schedule.

Section 13.5 Paid Funeral Leave

In the event of death in the immediate family (defined as the sergeant's legal spouse, domestic partner, children, stepchildren, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and step-parents) an sergeant shall be granted up to three (3) consecutive workdays off work (up to 8 hours per day) if the sergeant was normally scheduled to work those days to attend the funeral or memorial service if the sergeant attends the funeral. Leave beyond such three (3) days may, upon approval of the Police Chief or his designee, be extended on a day-to-day basis if charged to the sergeant's sick leave accrual account.

The days must be taken within the timeframe specified by the Illinois Family Bereavement Leave Act (FLBA) or at the discretion of the Chief of Police or designee.

In the event of a death in the employee's extended family (defined as the employee's or their spouse's aunts, uncles, nephews, nieces, cousins within the third degree of consanguinity (defined as "of the same blood or origin" or "descended from the same ancestor"), and the employee's spouse's grandparents), the employee may take a maximum of three (3) work days' funeral leave if the employee attends the funeral, which days shall be charged against the employee's sick leave account if the employee has that many days in the employee's account.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family and the employee's attendance at the funeral if so requested by the Village. The

employee may have the right to request additional unpaid leave to a maximum of five (5) consecutive days, subject to the Village's right to refuse such leave for operational or related business reasons.

The Village also complies with the Illinois Family Bereavement Leave Act for eligible employees with one year of service (and 1,250 hours worked during the preceding 12-month period) who seek to take additional unpaid time off pursuant to that Act for covered reasons.

Section 13.6 Leave for Illness or Injury

In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation), the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under workers' compensation, an employee shall accrue seniority for the first one (1) year of leave.

To qualify for such leave, the employee must report the illness or injury as soon as the illness or injury is known and thereafter furnish to the Chief of Police or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval or at some other reasonable interval as determined by the Village and the employee.

Before returning from leave of absence for injury or illness, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned. A leave of absence for illness, non-job related injury or pregnancy will be granted with the employee having the option of using accrued sick leave or taking an unpaid leave of absence.

Section 13.7 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of his leave. Upon return the Village will place the employee in his or her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training are relatively equal.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee would have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in

such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.8 Light Duty

The Chief of Police or designee may, at his discretion, offer or assign light duty work with a physician's approval to an employee if there is meaningful work to be performed, the employee is qualified to perform such light duty work and the employee is unable to perform full duty responsibilities because of injury or disability. Officers assigned to light duty after sustaining a work-related injury shall be assigned based on the following guidelines:

(a) Officers will be assigned to work Monday through Friday with weekends and holidays scheduled off.

(b) Officers will generally be assigned to the day or afternoon shift.

(c) Schedule restrictions or schedule notification requirements in this Agreement and specifically in Article VI, shall not apply when scheduling light duty work; however, the Village will attempt to notify the officer at least 48 hours in advance of his scheduled workday.

Section 13.9 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the Village.

Section 13.10 Line of Duty Injury

The parties agree that nothing in this Agreement shall supersede the provisions of the Illinois Workers' Compensation Act, 820 ILCS 305/1, et seq.

Section 13.11 Family and Medical Leave

Officers shall be covered by the Village's Family and Medical Leave Policy that is then in effect, including revisions thereto that are adopted by the Village Board as applicable to other employees. A copy of this policy is attached to this Agreement as Appendix C. In the event this policy conflicts with the Family and Medical Leave Act of 1993, as amended, the Family and Medical Leave Act of 1993 shall govern. See Appendix H.

ARTICLE XIV.
TUITION REFUND PROGRAM

Section 14.1 Tuition Reimbursement Program

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties

with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Department Head and the Village Manager.

Section 14.2 Payment

The Village shall, upon receiving a payment receipt consistent with the requirements of Section 14.1, reimburse the employee one hundred percent (100%) contingent upon a grade of "B" or better. There shall be no reimbursement for grades below "B". The Village shall also pay fifty percent (50%) of the cost for all books required for such course work contingent upon the employee receiving a grade of "B" or better The maximum reimbursement an employee may receive during his employment with the Village shall not exceed Fifteen Thousand Dollars ($15,000). The Village will budget Ten Thousand Dollars ($10,000) per year for this program. The Village will not reimburse employees seeking degrees higher than a Master's Degree.

Employees who leave the employment of the Village within three (3) years of having received a tuition reimbursement check shall be obligated to pay back to the Village the amount of such reimbursement.

Section 14.3 Courses During Working Hours

The Village Manager may, in his discretion, grant an employee time off from work to attend a school course during working hours. A request for time off must be in writing and will not be considered unless it is shown that it is necessary to take the course during regular working hours and that the course(s) will not cause a manpower shortage or detract from the employee's work. If the Village Manager grants the requested time off, the employee may be required to compensate the Village for any such time off taken.

ARTICLE XV.
WAGES

Section 15.1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The wage schedule attached as Appendix A shall be considered part of this Agreement.

Section 15.2 Longevity Pay

All employees will receive longevity pay on the following schedule:

Length of Continuous Service	Amount
At least 6 years, but less than 10	$800
At least 10 years, but less than 15	$1,100
At least 15 years, but less than 19 years	$1,500
Over 19 years	$2,000

Longevity payments shall be paid out in the first paycheck in December of each year to all employees who have completed the required service time.

Section 15.3 Merit Pay

The Village may award merit pay increases (i.e., step advancement(s) on Appendix A) to employees who have performed satisfactorily as reasonably determined by the Village at least annually. The failure to award a merit pay increase shall be accompanied by a written explanation to the employee. Any grievance involving merit pay shall begin at Step 4 of the grievance procedure.

Section 15.4 Responder Compensation

The Village may, at its discretion, require employees assigned to the Investigation Division to carry a cell phone on nights, weekends, and holidays for the purpose of allowing the Village to contact those employees to report for unscheduled work. Any employee assigned to the investigation division who is directed to carry a cell phone over a weekend shall receive the equivalent of five (5) hours of overtime pay as responder compensation for that weekend for carrying the cell phone. No "Responder Compensation" shall be due for nights, holidays, or where the employee doesn't carry the cell phone for the entire weekend. Actual hours worked in response to a call shall be compensated as provided for in this Agreement.

The Parties agree that any enhancements to the Police Chapter 622 Responder Compensation will be applicable to all employees covered by this Agreement.

Section 15.5 Employee Health Savings Plan Contributions

Effective January 1, 2009, the Village will contribute from each paycheck four percent (4%) of the salary, excluding overtime compensation, to an account in the Employee Health Savings Plan for each employee in the bargaining unit who is eligible for participation in the Employee Health Savings Plan as identified in Section 17.7 and 21.10 of this Agreement. The annual rates of salary set forth in Appendix A of this Agreement are reduced by an equivalent amount of four percent (4%), to make those contributions non-taxable to employees.

ARTICLE XVI.
UNIFORM ALLOWANCE

Section 16.1 New Hire Uniforms

Uniforms shall be supplied by the Village to new employees upon hire per uniform specifications/dress code procedure 3.104. However, new employees will be required to purchase their own approved duty weapon. Employees shall be responsible for properly cleaning and maintaining their uniform items.

Section 16.2 Uniform Replacement

The Village will provide necessary and required uniforms to all existing employees as described below at no expense to employees. Employees shall be responsible for properly cleaning and maintaining their uniform items.

The Village shall provide a quartermaster system for use by employees to replace worn or damaged uniform items and weapons, and to purchase new items in an amount not to exceed One Thousand Two Hundred and Fifty Dollars ($1,250.00) per employee per fiscal year. It is understood that the employee has discretion in how to use the funds provided that the employee is in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Any officer also may use the uniform allowance to purchase written department promotional materials or any items that are required for wear/use while on duty, including court and training. The purchase of an authorized weapon through the quartermaster system must be pre-approved by the Deputy Chief of Operations and shall not be approved for more than one weapon during each two calendar year period (available in alternating calendar years).The employee also has the discretion to be reimbursed for items purchased out of pocket that are not available from an approved vendor provided that the items purchased are in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Quartermaster funds do not carry over from year to year.

Uniform items purchased must be selected from the uniform specification sheet approved by the Village and must be purchased from an approved vendor. Items purchased that are not on the approved specification sheet will not be paid for by the Village and will become the responsibility of the employee that purchased the item(s). The employee must submit to the Village a valid original receipt(s) for the items purchased within seven (7) business days of said purchase.

If an employee reaches his One Thousand Two Hundred Fifty Dollars ($1,250) annual uniform amount and needs additional uniform replacement, said replacement shall be at the employee's expense.

ARTICLE XVII.
INSURANCE

Section 17.1 Coverage

The Village shall continue to try to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance, and life insurance coverage and benefits as existed prior to the signing of this Agreement. In the event the Village is unable to provide substantially similar group health and hospitalization insurance, the parties agree to re-open Section 17.1. Further, the Village will try to make available to employees who are under the age of sixty five (65) and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of sixty five (65)) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement.

Employees who retire with a minimum of twenty (20) years' full-time service to the village and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for other Village employees. Employees who retire with a minimum of twenty years' full-time service to the village but who are not at least fifty (50) years of age at the time of their retirement, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan provided the retiree is not eligible for insurance by some other employer or

covered by a federal or state government health plan and provided the village's health insurance plan allows such participation. Such retiree shall pay one hundred percent (100%) of the premiums for as long as he is eligible to participate in the group insurance. Dependents of deceased retirees can remain covered to the extent required by applicable federal law. Arrangements for reimbursement of premiums to the Village should be made with the Finance Director. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

All full-time employees hired after May 1, 1996 will be responsible for payment of 100% of premium for both individual and dependent health and hospitalization insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement as outlined in Section 17.1 of this Agreement.

Section 17.2 Cost

The Village will pay eighty percent (80%) of the cost of the premiums for full-time employees' group health and hospitalization insurance and the employee will contribute twenty percent (20%) of the premium through a payroll deduction.

Section 17.3 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4 Life Insurance

The Village shall provide, at no cost to the employee, life insurance coverage in the amount of Fifty Thousand Dollars ($50,000) or one year's base salary, whichever is greater up to a maximum of One Hundred Thousand Dollars ($100,000).

Section 17.5 Line of Duty Death Benefit

The family of an employee whose death is the result of action taken within the line of duty shall be entitled to a funeral death benefit in the amount of Seven Thousand Five Hundred Dollars ($7,500).

Section 17.6 Health Insurance Opt-Out Program

The Village of Homewood shall offer a program where eligible employees may voluntarily "opt out" of participation in the Village's group health insurance plan and the affected employee will receive a stipend in lieu of such participation. If those eligible employees can provide proof that they have alternate health coverage available to them through another source, the Village will deposit $125 per paycheck (up to Three Thousand Two Hundred Fifty Dollars ($3,250) annually)

and employee may choose how to receive the incentive (per pay period cash payment, a lump sum payment, or as contribution to their MissionSquare 457 account. The opt-out benefit is the same for all eligible employees regardless of current Village health plan participation status, and regardless of whether an employee carries single or family coverage.

To be eligible, employees must be an active full-time Village employee, must not be eligible for Medicare coverage, must sign and submit an opt-out plan participation agreement, along with documented evidence from the administrator of another group health plan demonstrating that they have health insurance coverage outside of the Village, and the employee cannot also be a covered dependent on a Village Health Plan.

The Village will review this program on an annual basis in order to determine if it will be continued and the Village reserves the right to discontinue this program at any time. In the event of any conflict between any portion of this policy and the applicable law, the law will govern in all cases.

Section 17.7 Retirement Health Savings Plan

The Village shall offer a Retirement Health Savings Plan through the Mission Square Retirement Corporation beginning on a date within a reasonable period of time after the Ratification Date of this Agreement through April 30, 2028. Participation in the RHS is mandatory for all employees. The Village shall annually contribute, on a calendar year basis, a portion of the employee's unused sick leave from the most recently concluded year, as follows:

Unused Sick Hours As Of Dec. 31	Approximate Percent Contribution	Hours Contributed
Less than 48	0%	0
48-55	20%	10
56-63	20%	11
64-71	20%	13
72-79	20%	14
80-87	30%	24
88-95	40%	35
96	50%	48

The monetary value of the sick leave hours contributed shall be the product of the number of hours contributed from the table above and the employee's hourly rate of pay as of December 31 of the calendar year for which the unused sick leave balance is determined. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance as of December 31 for such year. The Village shall deposit said contribution into the employee's RHS account no later than January 31 of the following year. Hours contributed shall be in whole hours as listed in the table above. The Village shall not contribute partial, fractional or prorated hours.

New employees with less than three (3) years of service, who use zero sick days in a year, may contribute their 8-hour non-use of sick leave bonus earned to their RHS account.

As a condition to any contribution of unused sick leave hours, employees must attain and maintain a balance of one hundred sixty (160) hours of sick leave at all times. The Village shall not contribute any unused sick leave into an employee's RHS account if the employee's sick leave balance is one hundred sixty (160) hours or less as of December 31 or if the amount of the allowable contribution for the calendar year would reduce the employee's sick leave balance to an amount which is at or below one hundred sixty (160) hours as of December 31. The Village shall not contribute any portion of unused hours from the table above which would reduce the total down to one hundred sixty (160) hours; rather, the Village will make the contribution of only the total hours from the table above where the balance left would be equal to or in excess of one hundred sixty (160) hours. No partial hours from the table above shall be contributed at any time.

When an employee retires from the Village the monetary value of his unused sick leave hours to be contributed shall include the sick leave hours actually earned less the hours actually used between January 1 and the date of the employee's last day of work. Unused sick leave contributions shall be based on the table above without any proration for partial year employment and shall be deposited into the employee's RHS account no later than thirty (30) days after the employee's last day of work. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance.

Upon retirement from the Village, with twenty (20) years of service and aged fifty (50) or older, the Village shall contribute the retiring employee's unused sick leave balance in an amount not to exceed four hundred (400) hours into the employee's RHS account, or paid out to the employee, no later than thirty (30) days after the employee's last day of work. The amount of unused sick leave contributed shall be calculated after any partial year contributions have been deducted from the employee's sick leave balance as provided for in the preceding paragraph. Retired employees can be reimbursed from their RHS account for all qualifying medical expenses as define in Internal Revenue Code Section 213.

After December 31, 2019 the Village shall evaluate the cost effectiveness of the RHS plan. If the Village determines that the RHS plan is cost effective, the plan shall remain in effect. If the Village determines that the program has not been cost effective, the Village shall not continue to make deposits into employees' RHS accounts, and the Village and Union shall meet to attempt to reach agreement to redesign the plan. Any plan redesign agreed to by both parties shall take effect as of January 1, 2020. Nothing in this Section requires the Village to continue making contributions to the plan beyond December 31, 2019 if the parties are not able to reach agreement on a plan redesign that makes the plan cost effective in the determination of the Village.

ARTICLE XVIII.
MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request discussions if such discussions are desired.

ARTICLE XIX.
IMPASSE RESOLUTION

Upon the expiration of this Agreement, or upon a proper reopener pursuant to Section 15.4, or other mid-term bargaining as provided in Articles XXII and XXIII, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE XX.
DISCIPLINE

Section 20.1 Discipline

The Village may discipline post-probationary employees only for just cause. The parties agree that written warnings may be expunged from the employee's personnel file at the Chief's discretion.

The parties further agree that Sergeants will have the power to impose such disciplinary actions as oral or written warnings. Deputy Police Chiefs will have the power to impose such disciplinary actions as oral or written warnings. The Chief of Police shall have the power and authority to impose such disciplinary actions as oral or written warnings and suspensions up to five (5) days. Any disciplinary actions which the Chief may impose (or the filing of charges with the Board of Fire and Police Commission, when applicable) will commence within thirty (30) days of the Village's completion of its investigation concerning the violation. Unless there are extenuating circumstances in the opinion of the Chief, suspensions will not occur without at least seven (7) days' advance notice to the employee. This time period may be shortened if mutually agreed upon by the Chief and the affected employee. An employee may request a status report of a disciplinary investigation pending against him every fifteen (15) days.

The parties agree that nothing in this Agreement shall supersede the provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, et. seq.

Section 20.2 Employee Election of Forum

The parties recognize that the Fire and Police Commission of the Village of Homewood has certain statutory authority over employees covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et. seq. The Agreement is nevertheless intended to supplement the authority of the Fire and Police Commission by providing non-probationary employees with the right to choose between having a dispute as to disciplinary action resolved through the grievance/arbitration procedure of this Agreement (with the Union's consent) or by hearing conducted by the Fire and Police Commission.

The filing of a notice with the Village by the Union to refer the grievance to arbitration, as described in Section 7.3, shall constitute notice of the employee's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Fire and Police Commission. Conversely, the failure to file such notice shall constitute a waiver of the grievance appeal and an election by the employee to have the dispute heard by the Fire and Police Commission.

Following the pre-disciplinary meeting and notice of anticipated discipline, within seven (7) days, the Employee may file a grievance beginning at Step 4 of the grievance procedure. Should the grievance not be resolved at Step 4, the Union shall elect whether to proceed to arbitrator or have the matter resolved by the Board of Fire and Police Commission. If the matter is to be resolved via arbitration, the Employer may immediately impose discipline. If the Commission is selected the Municipal Code and Rules of the Commission shall control imposition of discipline.

In the event of any conflicts between this procedure and any Village ordinances or Fire and Police Commission rules, the provisions of this Agreement shall take precedence.

The administration of discipline by the Village in other respects shall be carried out as stated in the sections which follow.

Section 20.3 Disciplinary Action

Disciplinary action (*i.e.* oral or written reprimand, suspension, or discharge) may be imposed upon a post-probationary employee only for just cause.

Section 20.4 Pre-Disciplinary Meeting

Once a tentative decision to impose or recommend a suspension, without pay, or a discharge is reached by the Chief of Police, prior to implementing the intended disciplinary action, the Chief or his designee shall notify the Union and meet with the employee involved, and the employee's Union representative if requested by the employee. The Chief shall inform the employee of the reasons for such contemplated disciplinary action. The employee, and the Union representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 20.5 Notification and Measure of Disciplinary Action

In the event disciplinary action of suspension is taken against an employee, the Department shall promptly furnish the employee a statement in writing of the reasons, therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to the Employer, nor shall it affect the authority of the Fire and Police Commission under the Municipal Code.

ARTICLE XXI.
MISCELLANEOUS

Section 21.1 Non-Discrimination

The Village shall not discriminate against officers in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age or national origin of the officer nor shall the Village discriminate against officers as a result of membership in the Union. Officers shall not be transferred, assigned or reassigned for

reasons prohibited by this Section, nor for reasons unrelated to performance, skill, ability or the objective needs of the Department.

Section 21.2 Union Business Leave

To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall with prior advance notice be granted annually a total of up to two (2) officers for one day each or one officer for two (2) days who are selected, delegated or appointed by the Union to attend Union meetings, conventions or educational conferences.

Section 21.3 Fitness Examinations

If there is a justifiable concern about an employee's medical fitness for duty or medical fitness to return to duty, the Village may require that the employee have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village. The employee shall be furnished a copy of any medical report.

Section 21.4 Take-Home Vehicles

On-call detective(s) and canine officer(s) will be provided with a vehicle, and the officer may use the vehicle on duty and while on-call within a fifty (50) mile radius of the Village Hall.

Section 21.5 Drug And Alcohol Testing

(a) Submit To Testing The Village may require an employee to submit to a urine test where there is reasonable, individualized suspicion based on objective consideration of improper drug or alcohol use. The Village shall provide any employee who is ordered to submit to any such test with a preliminary written statement of the basis for the Village's reasonable suspicion prior to referring the employee to a testing facility.

(b) Laboratory Testing. The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards utilized by the laboratory, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. The Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

(c) Sample Retention. A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State

of Illinois to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense.

(d) Blood Sample. At the time a urine sample is taken, a blood sample will also be taken if a warrant was obtained. If the GC/MS test results are positive and a blood sample was taken, the blood sample will be tested with the results reported to the Village. The Village shall then share these results with the employee.

(e) Cause For Discipline. Use of unlawful drugs at any time while employed by the Village, use of prescribed drugs beyond recommended dosages, as well as having alcohol of .03% or above or unlawful drugs in the body while on duty shall be cause for discipline, including termination. Any issues relating to the drug and alcohol testing process (*e.g.,* whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised under the grievance procedure. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential and the Chief of Police and Village Manager shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.

(f) Disciplinary Action. Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time but may suspend such employee up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. agree to undergo appropriate treatment as determined by the physician(s) involved;

2. discontinue use of illegal drugs or abuse of alcohol;

3. agree to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Chief of Police and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

5. submit to random testing during working hours during the period of "after-care" treatment and for a period of twenty-four (24) months following the period of "after-care"; and

6. agree that during the last chance time period in (e) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to an including discharge. This Section shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

(g) Right to Contest. The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

(h) Voluntary Request for Assistance. The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. the employee agreeing to undergo appropriate treatment as determined by the physician(s) involved;

2. the employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;

3. the employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Chief of Police and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

4. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and

5. the employee agrees to submit to random testing during working hours during the period of "after-care."

(i) Employee Assistance Program. The Village shall provide to employees covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors and Managers Association.

Section 21.6 Officer Involved Shootings and Deaths

50 ILCS 727/1-25 mandates the Employer enact a policy requiring all officers involved in an "officer involved shooting" ("OIS") to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an "officer involved shooting" as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or

persons, during the performance of his or her official duties or in the line of duty. (*See Lexipol Police 309, Officer Involved Shootings and Deaths).*

Section 21.7 Visit By A Union Representative

The Village agrees that one (1) accredited representative of the Union, whether Chapter Union representative or MAP representative, shall have reasonable access to the Police Department training room to meet with an off duty bargaining unit employee(s). The outside representative shall call the Chief, or designee, before arrival and obtain prior approval, which approval may be reasonably denied, from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb employees who are working or other Village personnel.

Section 21.8 Confidentiality

To the extent permitted by law, any and all complaints filed against any police officer shall remain confidential and shall not be revealed to any person not in the chain of command within the Police Department other than MAP, Chapter #621, the Board of Fire and Police Commissioners, the Village Manager, the Assistant to the Village Manager, the Village President and Trustees, the Village Attorney, the State's Attorney, and other law enforcement agencies involved in the investigation.

Section 21.9 Benefits Re-Opener

Except as otherwise provided in this Agreement, if the Village grants other Village employees a significant improvement in a major fringe benefit, and if said improvement is universally applicable to all Village employees and exceeds the overall level of said fringe benefit set forth in this Agreement, the Union may give notice of its desire to reopen this Agreement and negotiate concerning a change in said benefit. The Union shall not request the Village to bargain or negotiate with respect to any other matter and the Village shall not have any obligation to negotiate or bargain concerning any other matter. The provisions of this Article, Section 20.14, shall at all times remain in effect. If and when an agreement is reached concerning the fringe benefit in question, the then applicable collective bargaining agreement, together with such fringe benefit changes as shall have been agreed upon, as so modified, shall be in full force and effect.

Section 21.10 Employee Health Sayings Plan

The Village shall offer an Employee Health Savings Plan to eligible employees pursuant to the Employer Mission Square Employee Health Savings Plan Adoption Agreement and Employee Health Savings Plan documents attached as Appendices F, G and H respectively.

In the event the Village acts to amend or terminate the Employee Health Savings Plan, the Village agrees to meet with the Union to negotiate a similar benefit providing for employee contributions, if and to the extent such benefits are permitted under applicable law and regulations, available from third party providers, for post-employment health costs. In the event the parties are unable to agree upon such a benefit after a sixty (60) day period of negotiations, either party may invoke interest arbitration to resolve their dispute as provided under the proceedings of §14(H) of

the Illinois Public Labor Relations Act. The arbitrator shall be selected pursuant to the procedures set forth in Article VII of the parties' Collective Bargaining Agreement.

Section 21.11 Replacement of Personal Property

The Village agrees to repair or replace uniforms that are damaged while in the performance of assigned duties. The item is required to be worn by the employee to perform their assigned work tasks. This includes, but is not limited to, prescription glasses and sunglasses, hearing aids, and watches of those employees who are required to wear watches to perform their duties.

The item must be lost or damaged as a direct result of performing work duties. Items lost or damaged as a result of improper care or protection, or other employee negligence, even though the loss or damage may occur during work, will not be replaced by the Village. The Village also will not replace items because of normal wear and tear, even though such wear and tear may be a direct result of performing work duties.

The cost of reimbursement for items other than medically required items (*i.e.* prescription glasses, hearing aids) will be limited to One Hundred Dollars ($100.00). Uniforms will be replaced through a quartermaster system.

Employees who apply for reimbursement under this policy must provide a statement that the item was damaged or lost as a direct result of performing work duties and must furnish a receipt verifying the cost of the replacement item. Generally, this statement must be provided within ten (10) business days of the incident which led to the request for reimbursement.

In the event that the employee received restitution for any item replaced from any other source, the employer shall be reimbursed for any amounts paid to the employee in accordance with this Section.

Section 21.12 Training Reimbursement

All applicants that are hired and later voluntarily terminates his or her employment with the Village within two years of the date of his or her employment, he or she will reimburse the Village for all of the Village's direct and indirect costs associated with Applicant's hiring and training, including but not limited to the costs of police academy and field training, as follows:

Length of Service	***Applicant Reimbursement***
Voluntary termination of employment less than one year from date of hire	Cost of hiring and training up to $9,000
Voluntary termination of employment more than one year but less than two years from date of hire	Cost of hiring and training up to $8,000

In the event that an Applicant owes hiring and/or training costs to the Village and has not paid the costs to the Village as of the last day of employment as a full-time Village police officer, Applicant consents to reimburse the Village within thirty (30) days of separation as stated above.

ARTICLE XXII.
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedure of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXIII.
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term except as stated in the paragraph which follows. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the management rights clause at Article IV of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Union and the Village shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act. The Village shall have the right to temporarily implement management decisions as permitted by law pending final resolution of any impact or effects bargaining as timely presented by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXIV.
TERMINATION

This Agreement shall be effective beginning August 1, 2025 and shall remain in full force and effect until 11:59 p.m. on the April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least two hundred forty (240) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than two hundred ten (210) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of August 2025

VILLAGE OF HOMEWOOD:

Richard Hofeld, Village President
Village of Homewood

Nakina Flores, Village Clerk
Village of Homewood

Denise McGrath, Chief of Police
Village of Homewood

METROPOLITAN ALLIANCE OF POLICE CHAPTER 621:

Keith George, President
Metropolitan Alliance of Police

Donald Dean, President
Metropolitan Alliance of Police
Homewood Police Chapter #621

Brian Beauchamp, Vice President
Metropolitan Alliance of Police,
Homewood Police Chapter #621

APPENDIX A
WAGE SCHEDULE

Police Officer	5/1/2024 to 4/30/2025	5/1/2025 to 4/30/2026	5/1/26 to 4/30/2027	5/1/27 to 4/30/28
Annual Increase	**3.0%**	**3.5%**	**3.5%**	**4.0%**
Step A	$81,871	$84,736	$87,702	$91,210
Step B	$85,340	$88,327	$91,418	$95,075
Step C	$89,758	$92,900	$96,151	$99,998
Step D	$94,008	$97,298	$100,704	$104,732
Step E	$98,473	$101,920	$105,487	$109,707
Step F	$103,159	$106,769	$110,506	$114,926
Step G	$108,035	$111,817	$115,730	$120,359

APPENDIX B
INVESTIGATION OF EMPLOYEE

An employee may request that a union representative be present at any meeting called by command or supervisory personnel in which the employee reasonably fears that discipline may result from such meeting.

APPENDIX C
CATASTROPHIC SICK LEAVE BANK

Policy

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if catastrophic illness or injury forces the employee to exhaust all sick leave time (including non-accumulative and extended illness sick leave) earned by that employee and thereby lose compensation.

Sick Leave Bank Administration

A sick leave bank committee shall be established to administer the sick leave bank. The committee shall consist of five (5) individuals; the Chief of Police or his/her designee; one (1) individual appointed by the Village Manager; one (1) individual appointed by the Union; two (2) individuals appointed by the Chief of Police who have contributed sick leave to the sick leave bank in the past. In the event there are not two (2) individuals who have contributed to the sick leave bank in the past, the Chief of Police will appoint two (2) individuals that are eligible to contribute.

The committee shall convene within five (5) business days upon receipt of a withdrawal request to consider the request. A quorum of members or their alternates must be present for a meeting to take place. A withdrawal request shall be granted upon majority affirmative vote of all members present at the meeting. The committee shall notify the requestor of the committee's decision within one (1) day after the meeting. If a request is denied, the committee shall inform the requestor as to the reasons for the denial.

Eligibility & Limitations

1. Catastrophic injury or illness is defined as a non-work-related severe condition or combination of conditions affecting the mental or physical health of an employee that results in the disability of the employee for a continuous period of fourteen (14) days or longer, or that requires intermittent treatment for more than three (3) non-consecutive days. The catastrophic illness or injury must require the continuing services of a physician, psychologist, or psychiatrist.

2. This sick leave bank is available to those employees who have completely exhausted all sick leave time and who are not receiving temporary disability benefits under workers' compensation.

3. Employees who have accumulated a minimum of three hundred twenty (320) hours of sick leave after November 11, 1984, in accordance with 12.3 are eligible to donate to the sick leave bank. Eligibility for participation in the bank will discontinue upon termination of employment or death of the employee.

4. Benefits from the bank are not available retroactively. Once benefits are donated, they are no longer available to the employee, unless the employee is designated to receive benefits under this policy.

5. Use of benefits from the sick leave bank is considered under the provisions of the Family and Medical Leave Act (FMLA) and any use is included in the twelve weeks of leave provided under this Act, if applicable.

6. Days remaining in the sick leave bank at the end of a fiscal year will be carried over to the next fiscal year.

Donations

Any employee who wishes to transfer a portion of his/her sick leave must sign a statement indicating the number of days to be transferred. Employees will be given an opportunity to donate accrued sick leave to the bank after a request to withdraw sick leave from the bank has been received by the committee and the committee determines that the requestor meets all the eligibility requirements to participate in the program. All donations shall be voluntary.

1. The minimum amount of sick leave an employee may contribute is one (1) day. Donations to the bank must be in one (1) day increments. The donating employee must retain a minimum of twelve (12) days of sick leave in their personal account. Once sick leave has been donated to the bank, it cannot be returned to the donating employee.

2. Donations are to be taken from the employee's non-compensable sick leave balance earned after November 11, 1984, and will be transferred on a ratio of 1/1. No transfer of funds occurs, but the contributing employee's sick leave balance is reduced by the number of days donated.

Withdrawals

1. An employee or his/her designee must request sick leave from the bank in writing to the committee on a sick leave withdrawal form prescribed by the Village.

2. Request for sick leave may be used by the catastrophically ill employee for the treatment of his/her ill or the treatment of a catastrophically ill "family member" (as defined in Section 13.5)

3. All requests must be accompanied by a physician's statement that includes the beginning date of the catastrophic condition, a description of the illness or injury, and a prognosis for recovery. All requests should also indicate the estimated number of sick leave days required and information related to any pending disability claims.

4. Requests for withdrawal must be made by the employee or his/her designee no later than five (5) working days after all accrued sick leave time has been exhausted.

5. No employee may withdraw more than twenty (20) sick leave days in one (1) calendar year. Employees may submit multiple requests per calendar year.

6. If the recipient returns to work before the received hours have been expended, all unused hours shall be returned to the sick leave bank.

7. All grants and denials withdrawal requests shall be submitted to the accounting office for processing, with a copy in the requestor's personnel file.

8. The Police Chief may overturn the decision of the committee where there is demonstrable evidence of a pattern of abuse of sick leave by the recipient which evidence shall be submitted to the committee in writing prior to overturning the decision.

9. Final decisions of the committee or the Police Chief (if applicable) shall not be subject to the grievance procedure of their agreement.

10. The parties reserve their rights to reconsider this provision in connection with negotiations related to successor agreements effective May 1, 2006 or thereafter and the terms of this Agreement including the union's waiver in this Agreement of the right to grieve adverse decisions by the committee or the Police Chief shall be without prejudice to their positions on those issues in such negotiations.

APPENDIX D
HOLIDAY PAY COMPUTATION

Example A

Officer's scheduled day off, officer does not work. Officer receives eight (8) hours of holiday pay for a total pay of eight (8) hours.

Example B

Officer's scheduled day to work, officer actually works eight (8) hour shift. Officer receives 8 hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example C

Officer's scheduled day to work, officer actually works ten (10) hour shift. Officer receives eight (8) hours of holiday pay plus twenty (20) hours of pay for hours worked (2 x 10 hours of work). Total pay is twenty-eight (28) hours.

Example D

Officer's scheduled day off, officer called in to work eight (8) hour shift. Officer actually works eight (8) hour shift. Officer receives eight (8) hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example E

Officer's scheduled day off, officer called in to work eight (8) hour shift. Officer actually works twelve (12) -hour shift. Officer receives 8 hours of holiday pay plus twenty-four (24) hours of pay for hours worked (2 x 12 hours of work). Total pay is thirty two (32) hours.

APPENDIX E
BODY WORN CAMERAS MOU

This Memorandum of Understanding ("MOU") is made and entered into by and between METROPOLITAN ALLIANCE OF POLICE, Chapter #621 ("Patrol Unit") and the VILLAGE OF HOMEWOOD and its Police Department (the "Employer or "Village"). The Parties agree:

1. The Employer has adopted a policy related to the use of officer-worn body worn cameras. The Employer's body worn camera (BWC) policy shall not conflict with the terms of this MOU or the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 et seq..

2. After this MOU is signed by authorized representatives of both Parties, the Chief (or designee) will post or distribute the MOU and the BWC Policy to all addition to emailing a copy of the BWC Policy to all covered employees in the manner in which other policies are communicated.

3. Body Worn Camera footage may be used in performance reviews and other supervisory responsibilities but is not intended to replace the review of officer performance in the field. Employer's review of covered employees BWC video shall not be conducted for discriminatory, retaliatory, arbitrary and capricious or illegal reasons.

4. Unless expressly prohibited by law, the recording officer shall have reasonable access and shall be permitted to review his or her recordings prior to completing incident reports or other documentation, provided that any such review is disclosed to the supervisor and documented in the report or documentation.

5. An officer who is subject to a Formal Investigation related to his own use of force or his own conduct shall have the right to review their own BWC footage following any "interrogation" as defined under the Uniform Peace Officer Disciplinary Act 50 ILCS 725/1 et seq. but prior to the imposition of disciplinary action arising out of the Formal Investigation. Provided, however, this review by the officer shall not occur unless (a) a member of management is present at the time of the viewing, ad (b) any written statement provided by the officer will reflect the fact that the officer reviewed the video on a given date/time before the statement was made.

6. Nothing in this Agreement or the Village's BWC policy is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication protected by a legally privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Unless forbidden by law, an officer may turn off their BWC to engage in privileged communication for a reasonable period of time (after notifying the supervisor this exception applies) not to exceed 3 minutes. A privileged communication does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

7. In the event of a breach of this MOU by either Party, the issue may be raised pursuant to the Grievance Procured in Article VI of the parties collective bargaining agreement and/or the applicable laws.

8. In the event of a conflict between an express provision of this Agreement and applicable law, the law will govern. In the event this Agreement conflicts with a change in law, either party may request bargaining pursuant to the CBA and IPLRA.

9. The Village agrees to provide employees with training related to the BWC Policy and this MOU at the Village's expense during working hours.

10. The Parties agree that the terms of this MOU satisfy any mandatory obligation to bargain the terms or effects of this MOU. There is nothing in this MOU that is construed as a waiver of the Village's rights to change or amend any terms of the BWC Policy that are not mandatory subject of bargaining.

11. The parties agree that BWC technology will be equipped with a minimum of 30-second buffer period (but not beyond 2 minutes), with exceptions as required by law. The buffer period will record video only, not audio.

12. Body worn cameras may be activated remotely or "live streamed" only if the Village has a good faith reason to do so for a legitimate safety and/or law enforcement reason. If an officer's body worn camera is remotely activated, the Village will make a good faith effort to notify the affected officer within a reasonable period of time thereafter if time is of the essence due to the circumstances involved.

13. Should any section or clause of this Agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

VILLAGE OF HOMEWOOD

Napoleon Haney
Village Manager

Denise McGrath
Chief of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

METROPOLITAN ALLIANCE OF POLICE HOMEWOOD CHAPTER 622

Keith R. George - MAP President
Metropolitan Alliance of Police

Don Dean – Chapter President
Metropolitan Alliance of Police

Brian Beauchamp – Chapter Vice President
Metropolitan Alliance of Police

Kevin Radtke - Chapter Treasurer
Metropolitan Alliance of Police

Henry Renken - Chapter Secretary
Metropolitan Alliance of Police

APPENDIX F
12 HOUR SHIFT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the Village of Homewood and its Police Department (collectively referred to as the "Village") and the Metropolitan Alliance of Police, Chapter 622, Sergeants Unit (referred to as the "Union"). The Village and the Union are collectively referred to as the "Parties". The Parties agree:

1. **Background Information**:

   a. Except as provided below, the terms of the 2025-2028 collective bargaining agreement between the Parties ("CBA") will remain in full force and effect.

   b. The Parties agree and acknowledge that the terms of this MOA and the effects of the MOA were agreed to by the Parties following good faith bargaining and negotiations to the extent required by law.

   c. Unless otherwise expressly referenced in the CBA or this MOA, a "day" means an eight (8) hour period of time.

2. **Twelve (12) hour Normal Shift**: The normal shifts, workdays and hours to which Sergeants are assigned shall be construed as a twelve (12) hour period of time.

3. **Normal Shift Hours**: The normal working hours are 6 AM until 6 PM (day shift) and 6 PM-6 AM (night shift), subject to the remaining terms of the CBA as modified by this MOA.

4. **Regular Day Off Patterns:** While this MOA is in effect, there are two groups of regular day off patterns that will rotate and repeat in two-week intervals consistent with the applicable two-week pay period. They are:

   (a) Two On/Two Off/Three On/Two Off/Two On/Three Off,
   OR
   (b) Two Off/Two On/Three Off/Two On/Two Off/Three On.

5. **Short Day:** The regular day off shift patterns referenced in Paragraph 3 above equate to eighty-four (84) hours of working time during each full two (2) week pay period. To account for the extra four (4) hours in each two-week pay period, each patrol officer will be scheduled for one "short day" of eight (8) hours instead of a normal twelve (12) hour shift bringing the time scheduled each pay period to eighty (8) hours per workweek.

6. **Overtime Pay**: For purposes of Section 5.5 Overtime Pay, overtime pay is triggered after 12-hours in a day when scheduled to work a normal 12-hour day and after 8 hours when scheduled to work a normal 8-hour day (short day).

7. **Training Time**: The Parties recognize that there will be certain pay periods throughout the year in which a patrol officer will be assigned to attend in-service training program(s) on the patrol officer's regular day off, lasting eight (8) hours in a given day. When this

occurs, the patrol officer's normally scheduled day off (12-hour shift) will be changed during the same pay period to ensure the total hours available to that patrol officer during the pay period remains at eighty (80) hours. [*See* Appendix G of the CBA for "Overtime Call-Out Procedures" when this applies.]

8. **Compensatory Time Use**: No covered officer will be scheduled to use compensatory time under circumstances that will cause any shift to go below minimum staffing standards established by the Village

9. **Holiday Pay and Work Requirements**: For purposes of Section 8.2 of the CBA), Holiday Pay shall continue to be computed based on eight (8) hours' pay for each designated holiday regardless of whether the bargaining unit member actually works the holiday. As also provided in Section 8.2 "time worked" on a designated holiday listed shall be compensated at two (2) times the patrol officer's regular rate of pay.

10. **Comp Time Use on Holiday**: Covered patrol officers who are scheduled to work a twelve (12) hour shift on a holiday referenced in Section 9.1 may use up to three (3) hours of compensatory time, as provided for in Section 6.6 of the CBA, to complete their regular work shift hours. Covered patrol officers who are scheduled to work an eight (8) hour shift on a holiday may use up to two (2) hours of compensatory time, as provided in section 6.6 of the CBA to complete their regular work shift hours.

11. **Vacation Selection**: As used in Section 10.3 of CBA, a patrol officer's "vacation selection" may be requested in one-week increments, defined as the seven (7) day period beginning on Monday and ending on Sunday.

12. **Sick Leave:** As used in Section 12.3 of the CBA, patrol officers shall accrue eight (8) hours of paid sick leave for each full month of service, and the prior accrual schedule is no longer applicable. When using earned Sick Leave time, the patrol officer will be charged for the actual number of hours used in a given day. For example, an 8-hour day of sick time will involve the use of eight (8) hours of paid sick leave time whereas a 12-hour day of sick time will involve the use of twelve (12) hours of paid sick time.

13. **Field Training Officer Compensation** (Section 6.12): Any patrol officer who is assigned to perform the regular duties of a Field Training Officer (FTO) shall receive a total premium payment of the officers overtime hourly rate for the performance of such work:

    At least 2 hours but less than 4 hours = one half (.50) hour
    At least 4 hours but less than 8 hours = One (1) hour
    At least 8 hours up to 12 hours = One and one half (1.5) hour

    There is no premium payment for less than 2 hours. The premium payment is based on scheduled hours, not hours that are a result of a late arrest or late call.

14. **Officer in Charge Compensation** (Section 6.11): Any patrol officer who is assigned the regular duties of a Sergeant for at least two (2) hours will receive a total premium payment equal to one (1) hour of the officer's overtime hourly rate for the performance of such work. If those duties extend beyond 4.25 hours, the total premium payment will be equal

to one and one half (1.5) hour of the officer's overtime hourly rate for the performance of such work. The clock will restart each shift.

Light Duty: As used in Section 13.8 of the CBA, the normal work schedule for officers assigned to temporary light duty work assignments after sustaining a work-related injury or illness, shall be assigned by evaluating the following criteria;

- An officer's current schedule and assignment;
- Projected release to full-duty assignment; and,
- Departmental needs

Patrol officers who are normally scheduled to work a 12-hour shift may remain on their current 12-hour normal work day or they may be assigned to a normal work day lasting eight hours per day, Monday through Friday (with weekends and designated holidays scheduled as regular days off). In general, when assigned to a light duty work assignment pursuant to this Paragraph on the basis of an eight (8) hour scheduled day, the patrol officer's regular workday will be between the hours of 7 AM and 10 PM.

15. **Day Off Switches and Work Time Exchange:** Subject to the remaining terms of the CBA as modified by this MOA, Sergeants may make the following shift switches during each calendar year: (a) up to six (6) single-day off switches per calendar year, and (b) up to sixty (60) hours of work exchange time.

    These day off switches (and/or work time exchanges) cannot cause the Village to incur or have a need to schedule overtime and all switches must be completed in the same pay period. If a Sergeant fails to work as scheduled (including switched/exchanged work days), this is just cause for disciplinary action like any other absence from work. No day off switch (and/or work time exchange) is in place unless approved in advance by the Deputy Chief of Operations or authorized designee. Unused day off Switches may not be carried over into subsequent calendar years.

16. **Management Rights**: Nothing in this MOA limits or restricts the Village's right under the CBA, including without limitations its management right to schedule work and return to a regular work shift of eight (8) hours (or an alternate shift). As in the past, the Village retains its right to change the work schedule of its covered employees to return to the eight (8) hour schedule (and prior related terms of the CBA) where, for example, the Village determines that such change is necessary for the proper operation of the Department. Stated further, the Village remains free to change the 12 hour shift schedule at any time and for any business reason notwithstanding the remaining provisions of this MOA.

17. **Notice of Change**: If the Village determines that it has a business need to change the normal patrol division schedule from the "12 hour shift schedule" to any other variation of a normal work schedule, including the "4-2 schedule", the Village agrees to provide the Union adequate notice as required by the remaining provisions of the CBA that were in effect as of the time of execution of this MOA.

18. **Application**: This MOA will be construed as if it was mutually drafted by both Parties and any ambiguity will not be construed in favor or against either party as the original drafter.

This MOA may be changed only by written instrument signed by authorized representatives of both parties and ratified by the Union membership and the authorized representatives of the Village Board.

19. **Good Faith Bargaining**: The Parties agree and represent that they have been given adequate time to review and consider these terms, and the results of the MOA were the product of good faith bargaining by both Parties. Additionally, both parties represent and agree that their respective promises in the MOA are supported by adequate consideration. Finally, the terms of this MOA were freely and voluntarily entered by the individuals who sign below, and those individuals are duly authorized to act on behalf of the respective members.

Agreed this 2nd day of July, 2025

VILLAGE OF HOMEWOOD

Napoleon Haney
Village Manager

Denise McGrath
Chief of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

METROPOLITAN ALLIANCE OF POLICE HOMEWOOD CHAPTER 622

Keith R. George - MAP President
Metropolitan Alliance of Police

Don Dean – Chapter President
Metropolitan Alliance of Police

Brian Beauchamp – Chapter Vice President
Metropolitan Alliance of Police

Kevin Radtke - Chapter Treasurer
Metropolitan Alliance of Police

Henry Renken - Chapter Secretary
Metropolitan Alliance of Police

APPENDIX G
OVERTIME CALL OUT PROCEDURE – PATROL (MAP 621)

Shift is offered to the RDO eligible group which includes anyone from that shift that may be on their extra scheduled RDO and can be taken as 12 hours or 8 hours (only 6-2 or 10-6).

- The shift will be given to anyone that wants the full 12 hours regardless of seniority even if a higher seniority person wanted 8 hours of the overtime.
  - If senior officer is bumped by a junior officer who wanted the full 12 hours, the senior officer may take the full 12 hours and bump the junior officer that bumped them.
- If taken as 8 hours, the remaining 4 hours will be offered to the connecting shift based on seniority.
  - If no one claims the 4 hours on connected shift it will go to an All Call.
  - If not covered by the All Call the 4 hours will be given by force to the most junior officer on the connected shift.

- **All Call for shift to be offered as 12 hours or 8 hours (only 6-2 or 10-6).**
  - The shift will be given to anyone that wants the full 12 hours regardless of seniority even if a higher seniority person wanted 8 hours of the overtime.
    - If senior officer is bumped by a junior officer who wanted the full 12 hours, the senior officer may take the full 12 hours and bump the junior officer that bumped them.
  - If taken as 8 hours, the remaining 4 hours will go to the connected shift based on seniority first and forced if not claimed voluntarily.
- **If shift is not taken from All Call procedure:**
  - Shift is split into three 4 hour shifts (6-10, 10-2, 2-6)
    - The first 4 hour and last 4 hours being covered by the connected outgoing or incoming shift based on seniority first and then forced to the most junior officer.
    - The middle 4 hours will be offered to RDO eligible group which includes anyone from that shift that may be on their extra scheduled RDO.
    - The middle 4 hours will go to an All Call.
    - The middle 4 hours will be covered by the already scheduled overtime officer from the incoming or outgoing shifts by each working the additional 2 hours that are connected to their overtime shift.
      - If the overtime shift becomes a 6 hour overtime shift it can be done on a voluntary basis first.
      - If the overtime shift becomes a 6 hour overtime shift by force then the next eligible officer on the forced overtime list for that group will cover the shift. The forced overtime list for each group will start with the most junior officer and go in order to the most senior officer in the group. The list will start over after all officers in the group have been forced for 6. If the next eligible officer calls off sick, the forced overtime goes to the next person on the list and the

officer that called off remains at the top of the list to cover the next forced 6 hours of overtime.

- **Force Exceptions**
  - An officer on a full 12 hour of overtime cannot be forced to hold over unless emergency circumstances dictate.
  - An officer that worked overtime on the front half or back half of their shift cannot be forced to fill the opposite end of overtime.
- **Overtime caused by an officer's short day**
  - The officer that is on their short day will be the first eligible officer to volunteer for the 4 hours of overtime
  - If the short day officer doesn't want the shift, the shift will go to the regular overtime process for coverage.

APPENDIX H
FAMILY AND MEDICAL LEAVE

Adopted by Resolution No. R-1453
October 12, 1993

27.101 Eligible employees shall be granted time off as required by the Family and Medical Leave Act (FLMA). The twelve (12) month period for the purpose of determining remaining FMLA leave balance shall be a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

27.102 Employee requests for FMLA leave shall be made at least thirty (30) days in advance if the need for leave is foreseeable. If the need is unforeseeable, the employee shall provide such notice as is practicable. Employee requests shall provide sufficient facts demonstrating that the leave qualifies under the FMLA. A medical certification shall be required for family or personal medical leave. Requests for FMLA leave shall be forwarded to the Village Manager for approval.

27.103 Employees requesting FMLA leave will be referred to the Accounting Department for information on their rights and responsibilities under the FMLA. Health insurance premiums for which the employee is responsible for paying shall be paid by the employee to the Village no later than the 15th day of the month prior to the month's coverage for which the premium is being paid. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for childbirth or child placement reasons may, at his/her option, use accrued sick leave. Vacation leave may be used, at the employee's option, for any type of FMLA leave. If an employee uses paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against an employee's 12-week FMLA leave entitlement. If an employee has insufficient accrued leave available, the FMLA leave period for which leave isn't available shall be unpaid. During an unpaid FMLA leave, the employee shall not accrue vacation leave, sick leave, or seniority and shall not be entitled to any benefits other than health insurance coverage.

27.104 Employees desiring to return to work following a personal medical leave may be required to furnish a fitness for duty certification from their health care providers. Such certification must be provided prior to the employee's return to work and shall be forwarded to the Village Manager for approval of the employee's return to work.

27.105 Nothing in this policy expands the Village's or an employee's rights and duties under the FMLA, except as specifically provided in this policy.

APPENDIX I
INSURANCE PLANS – PPO/HMO/HSA/FSA

GRIEVANCE SETTLEMENT AGREEMENT

This Settlement Agreement is entered into as of this 14th day of December, 2004 by and between the **VILLAGE OF HOMEWOOD** ("**Employer**"), and **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, LOCAL 2891, AFL-CIO, HOMEWOOD PROFESSIONAL FIRE FIGHTERS LOCAL 3656, IAFF, AFL-CIO-CLC** and **THE STATE AND MUNICIPAL TEAMSTERS LOCAL 726** (hereinafter collectively referred to as the "**Unions**").

WHEREAS, the parties wish to resolve Grievance No. 51 390 00464 04 in good faith and in a harmonious manner;

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, the Employer and the Unions all agree as follows:

1. The Employer sponsors a group health plan (hereinafter referred to as the "Plan") which consists of two primary component parts: a Health Maintenance Organization ("HMO") component and a Preferred Provider Organization ("PPO") component. All employees and eligible retirees of the Employer, including those employees represented by the Unions, are covered by these same two Plan components.

2. As part of the Employer's annual renewal of its health insurance policy for the 2004 Plan year, the Employer was informed that there would be a 29.3% increase in the cost of the policy. At the request of the Employer's Insurance Committee the Employer took various steps in an attempt to reduce this amount without changing the terms of the Plan. The provider

was unwilling to offer a policy renewal cost in an amount acceptable to the Employer.

3. The Insurance Committee discussed the circumstances and alternatives. Thereafter, the Employer altered the coverage ratio under the Plan's PPO component from 100% in network and 80% out-of-network to 90% in network and 70% out-of-network, with a $500 out-of-pocket maximum. The Employer's Board of Trustees subsequently approved the above modifications which resulted in a reduction in the increased cost for the 2004 renewal from 29.3% to 16.2%.

4. On or about December 28, 2003, the Employer distributed a letter to all of its employees regarding the renewal of its insurance policy including a description of the revised coverage ratios and $500 out-of-pocket maximum under the Plan.

5. On or about December 31, 2003, the Unions filed individual grievances relating to the revised coverage ratios and $500 out-of-pocket maximum under the Plan's PPO component which were subsequently combined as Grievance No. 51 390 00464 04. The Unions' grievances allege that the modifications to the Plan were not in accordance with the terms of their respective Collective Bargaining Agreements in effect at the time. Specifically, the Unions allege violations of Article XX of the Collective Bargaining Agreement between the Village of Homewood and the Homewood Professional Fire Fighters Local 3656, International Association of Fire Fighters, AFL-CIO-CLC, 2001-2004; Article XVII of the Agreement between Village of Homewood and State and Municipal Teamsters Local 726, 2002-2006; and Article XXVI of the Collective Bargaining Agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees, Council 31, Local 2891, AFL-CIO, 2001-2005.

6. The parties have now agreed to resolve any and all disputes effective to the date of this Agreement, arising from or related to the issues referred to above.

7. It is therefore agreed that effective July 1, 2005, the Employer shall change the terms of the Plan to provide three component parts as follows:

a. A PPO component identical to that which is currently in effect, including the coverage ratio of 90% in network and 70% out-of-network, with a $500 out-of-pocket maximum and a $250 deductible.

b. An HMO component, including an annual Employer contribution to the Flexible Spending Account of each employee electing coverage under the HMO component, the first such annual contribution to be credited no later than the first payroll period in July 2005, in an amount equal to $120 for those employees electing single coverage, $240 for those employees electing single plus one coverage and $360 for those employees electing family coverage.

c. Two additional High Deductible PPO components with the same benefits and coverages as the PPO component described above, but with deductible amounts as follows: Option A with deductibles of $2,000 for those employees electing single coverage, $4,000 for those employees electing single plus one coverage and $6,000 for those employees electing family coverage; Option B with deductibles of $1,000 for those employees electing single coverage, $2,000 for those employees electing single plus one coverage and $3,000 for those employees electing family coverage.

For each employee electing coverage under a High Deductible component, the Employer shall make a lump sum annual contribution to each eligible employees' HSA account no later than the first payroll period after the employee's enrollment in such component, or as soon thereafter as permitted under applicable law, in the amounts stated in the following table. In addition, the out-of-pocket maximums for the plan shall be as indicated.

	Option A	
Category	HSA Contribution	OOP Max
Family	$3,000	$10,000

Single + 1	$2,000	$8,000
Single	$1,000	$4,000

Category	Option B HSA Contribution	OOP Max
Family	$1,500	$6,000
Single + 1	$1,000	$4,000
Single	$500	$2,000

Notwithstanding the above, for the initial short plan year beginning in July 2005, the HSA contribution for those employees electing family coverage will be made in two installments, as required in order to comply with applicable law. The first installment is to be contributed no later than the first payroll period after the employee's enrollment in an amount equal to $2575, and the second installment is to be contributed no later than the first payroll period in January 2006 in an amount equal to $425.

d. In addition, after the Plan Year ending June 30, 2007, the Insurance Committee shall review the claims experience and costs of the High Deductible PPO component in comparison with the costs of other similar PPO plans within the IPBC Network. After such review, the Employer agrees that any signatory to this Agreement may reopen this Agreement and propose an additional amount of Employer contributions to the employee HSA if it can demonstrate a significant increase in savings in premium costs for employees enrolled in a High Deductible PPO component. The Employer agrees in principle to make additional contributions if warranted based on such demonstrated savings in premium costs. The specific amounts of such contributions shall be bargained in good faith between the parties within the context of the circumstances as they may then exist

8. It is further agreed that the Employer shall establish and maintain a Flexible Spending Account (FSA) for each employee represented by the Unions who had elected to be covered under the Plan's PPO component in 2004. Additionally, the Employer shall credit each such employee's FSA account with $175.00 no later than the first payroll period in July 2005

and again in July 2006.

9. It is further agreed that, to the extent permitted by applicable law, employees represented by the Unions who are enrolled in a High Deductible PPO component and who are contractually entitled to contribute any accrued sick leave, vacation leave or compensatory time to their Retirement Health Savings Plan account shall have the option to alternatively make such authorized contributions to their Health Savings Accounts.

10. It is further agreed that the Unions shall withdraw their individual grievances and Grievance No. 51 390 00464 04 referenced above in paragraph 5, and will not file additional grievances based on the Plan changes referenced in paragraph 3.

11. This Agreement, including the events described in paragraphs 2 and 3, shall not serve as or be used as a precedent in any future case, dispute or proceeding, except for the purpose of enforcing its terms. It is agreed and understood that, by entering into this Agreement, the Employer does not admit to any violation of any law or contract. Furthermore, the Employer agrees that this Agreement is not intended to diminish the contractual restrictions as to mid-term changes in benefits and coverages described in Articles 17.3 (Teamsters), 26.2(b) and (c) (Firefighters) and 26.3 (AFSCME) and affirms its obligation to adhere to the terms of the respective Collective Bargaining Agreements.

IN WITNESS WHEREOF, each of the parties, by their duly authorized representatives, have signed this Grievance Settlement Agreement.

VILLAGE OF HOMEWOOD

By: _____

Date: December 14, 2004

By: _____

Date: December 14, 2004

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, LOCAL 2891, AFL-CIO

By: _____

Date: 12-13-04

HOMEWOOD PROFESSIONAL FIREFIGHTERS LOCAL 3656, IAFF, AFL-CIO-CLC

By: _____

Date: 12/14/04

THE STATE AND MUNICIPAL TEAMSTERS LOCAL 726

By: _____

Date: 12-14-04

THE VILLAGE OF
HOMEWOOD
1893

AGREEMENT

BETWEEN

VILLAGE OF HOMEWOOD

AND

METROPOLITAN ALLIANCE OF POLICE CHAPTER 622

HOMEWOOD SERGEANTS

August 1, 2025 to April 30, 2028

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOMEWOOD, ILLINOIS (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, HOMEWOOD POLICE CHAPTER 622 (hereinafter referred to as the "Union") is in recognition of the Union's status as the exclusive representative of the Village's full-time sworn police sergeants holding the rank of sergeant as described in Section 1.1 and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire Agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit sergeants.

Therefore, in consideration of the mutual promises and Agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I
RECOGNITION

Section 1.1 Recognition

The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time sworn police sergeants holding the rank of sergeant but excluding all sworn peace officers not holding the rank of sergeant, any employee excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other management, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2 Gender

Wherever the male gender is used in this Agreement, it shall be construed to include both male and females equally.

ARTICLE II
UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Union dues for each sergeant in the bargaining unit who has filed with the Village a voluntary, effective check off authorization. The fixed dollar amount to be deducted each paycheck shall be Forty Seven Dollars ($47.00) per month. The dues to be deducted may be changed once a year by the Union. If a sergeant's check is less than the dues amount, the Village has no obligation to make the deduction.

A Union member desiring to revoke the dues check off may do so by providing written notice to the Village at any time during the thirty (30) day period prior to the annual anniversary date of the Agreement. Dues shall be placed in the mail to the Union by the 15th day of the month following deduction.

Section 2.2 Union Indemnification

The Union shall indemnify, defend and hold the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this Article, provided that the Village does not initiate or prosecute such action. If an improper deduction is made and forwarded to the Union, the Union shall refund directly to the sergeant any such amount.

Section 2.3 Names and Work Classification

Within thirty (30) days of the date an employee is promoted to a bargaining unit position, the Village shall provide the Union notice of the following: the name, classification, rate of salary and the date the newly promoted sergeant will assume a bargaining unit position covered by this Agreement.

Section 2.4 Union Use of Bulletin Boards

The Village will make available space on a bulletin board for the posting of official Union notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE III
LABOR MANAGEMENT MEETINGS

Section 3.1 Meeting Request

The Union and the Village agree that in the interest of efficient management and harmonious sergeant relations, that meetings be held if mutually agreed between the Union representatives and responsible administrative representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall be limited to:

(a) Discussion on the implementation and general administration of this Agreement;

(b) A sharing of general information of interest to the parties including a discussion of unusual compensation for unusual work if requested; and/or

(c) Notifying the Union of changes in conditions of employment contemplated by the Village which may affect sergeants.

Section 3.2 Content

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.3 Attendance

Attendance at labor-management meetings shall be voluntary on the sergeant's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE IV
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its sergeants, including but not limited to the following: to plan, direct, control and determine all operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ sergeants; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate sergeants for purposes other than merit pay; to discipline, suspend and discharge sergeants for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE V
BODY WORN CAMERA

Attached as Exhibit E is the agreed upon terms of a Memorandum of Understanding related to the use of officer body worn cameras.

ARTICLE VI
HOURS OF WORK AND OVERTIME

Section 6.1 Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

Section 6.2 Normal Workweek and Workdays

Except as provided elsewhere in this Agreement, the normal workweek (Sunday through Saturday) shall average forty (40) hours per Departmental calendar week resulting in 2,080 hour of work per year. Each sergeant will be allowed to take a paid thirty (30) minute meal break and a paid fifteen (15) minute meal break, which may be combined, during an eight (8) or more hour period of time actually worked. Vacation time or compensatory time taken during a shift does not count towards the eight (8) hours of time worked. If the meal breaks are taken prior to the vacation time or compensatory time, the thirty (30) minute meal break time will be charged against the vacation or compensatory time used during that shift. If a sergeant's meal break is interrupted by work duties, the sergeant shall forego the meal break, without additional compensation, if the

workload does not permit a re-scheduled meal break. The parties recognize that the paid meal break may result in the Village having to implement an early car/late car system in order to avoid gaps in coverage on the street.

Section 6.3 Changes in Normal Workweek and Workdays

The normal shifts, workdays, and hours to which sergeants are assigned shall be stated on the quarterly departmental work schedule at least one (1) month in advance of the beginning of the quarter. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal shift, workday or workweek, the Village will give at least twenty-four (24) hours' notice where practicable of such change to the individuals affected by such changes. The Village agrees that there shall be thirty (30) days' notice for any change in a sergeant's day off key.

Section 6.4 Changes in Shift Assignment

The shift to which a sergeant desires to be assigned shall be bid upon by seniority in September of the preceding year, except in the event such a bid shall result in a shift which possesses an unbalanced mixture of experience or necessary skills, the Chief shall have the right to balance the shift as considered appropriate.

In the event a sergeant rotates out of a specialty unity during mid-year, the sergeant will be assigned by seniority in accordance with the bid pick selected the preceding September. All rotations shall be scheduled to rotate on January 1 and sergeants rotating from such assignments on January 1 shall participate in the regular shift bid held the preceding September.

When manpower must be changed from one shift to another within the Patrol Division during a calendar year, the shift of the most junior sergeant in the Patrol Division will be changed to meet manpower requirements. If the change results in a second manpower shortage, the shift of the second most junior sergeant will be changed to accommodate the secondary shortage. The process for changing shifts shall continue in the same manner with the succeeding junior sergeant until no further manpower changes are required.

Section 6.5 Overtime Pay

Overtime at the rate of time and one-half (1-1/2) regular straight time hourly rate of pay shall be paid for all hours worked beyond the sergeant's regularly scheduled normal workday or duty shift, such pay to be calculated in fifteen (15) minute segments.

Section 6.6 Compensatory Time

In situations where it is determined to be in the best interest of the Village and mutually agreed by the Village and the affected sergeant, the Village shall grant compensatory time off in lieu of overtime payment at a time and one-half (1-1/2) rate. In such situations, compensatory time shall be granted at such times and in time blocks not less than one-quarter (.25) hour increments as are mutually agreed upon between the involved sergeant and supervisor, except on holidays; permission to utilize compensatory time shall not be unreasonably denied by the supervisor if the operating requirements will not be adversely affected.

The Village shall grant two (2) hours of compensatory time off when the shift falls below minimum staffing provided that the sergeant notifies his supervisor not less than forty-eight (48) hours before the start of the sergeant's shift. Such requests shall be granted only at the beginning or end of the shift and will not be granted in the middle of the shift. The Village shall bring the shift to the minimum staffing level pursuant to Section 5.10 Planned Overtime for Patrol Shifts.

If two (2) or more sergeants submit requests for the use of compensatory time on the same shift on the same date, the sergeant with the most seniority shall be given preference. A maximum of one hundred twenty (120) hours can be accumulated.

Section 6.7 Court Time

Sergeants who would otherwise be off-duty shall be paid their overtime rate of pay for all hours worked when appearing in court on behalf of the Village in the capacity of a commissioned sergeant or when preparing for an off-duty court appearance when in the presence of a prosecuting attorney; off-duty lunch periods shall not be counted toward hours worked. Sergeants will be paid a minimum of three (3) hours for all off-duty court time worked outside regularly scheduled hours in a single day, or actual time spent, whichever is greater. These minimums shall include court preparation time.

Section 6.8 Call-Back Pay

A sergeant called back to work after having left work shall receive a minimum of two (2) hours' pay at overtime rates unless the time extends to the regular work shift or unless the individual is called back to rectify his/her own error, at which time the two-hour minimum shall not apply. If called back to correct his/her own error, the sergeant will be paid at overtime rate for time actually spent. Any time a sergeant is held fifteen (15) minutes or more beyond the regular shift, the sergeant shall be paid at overtime rate for each full fifteen (15) minutes held over.

Section 6.9 Computation of Hourly Rate of Pay

For purposes of determining overtime compensation, a sergeant's salary shall be computed based on an annual work year of 2,080 hours and the sergeant's "salary" amount shall include educational pay if any.

Section 6.10 Overtime

Where it will not adversely affect the job or unduly add to the time of making work assignments, the Chief of Police, or designee(s), except under emergency circumstances, will assign overtime as described in the paragraph which follows. However, volunteers will not necessarily be selected for work in progress being performed by a specific sergeant. Also, specific sergeants may be selected for specific assignments based upon specific skills, ability and experience they may possess.

Section 6.11 Overtime Callout Procedure

Regular Overtime Call-Out to Cover a Full Shift Procedure

Time permitting and when a shift commander has been made aware of a manpower shortage at least one and one half (1 ½) hours in advance of the manpower shortage, the Village will attempt to contact those sergeants simultaneously, via cell phone, on the shift that the overtime is required, who are on their day(s) off. Sergeants will have twenty (20) minutes to respond to the page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned the overtime.

Should a sergeant not respond to an effort to be reached or decline the full shift overtime, the Village shall then, by seniority, attempt to contact those sergeants presently on duty, and request a holdover of four (4) hours. Sergeants will have twenty (20) minutes to respond to the page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When a sergeant is already working a full overtime shift, that sergeant will be last in eligibility, regardless of seniority, to work the additional holdover of four (4) hours of overtime. If a holdover cannot be obtained voluntarily, the Village may require, by reverse seniority, a sergeant to work the holdover time, not to exceed four (4) hours.

The Village will then attempt to contact simultaneously, via cell phone, those sergeants assigned to report for the next regular on-coming shift, by seniority, requesting an early report to duty four (4) hours. Sergeants will have twenty (20) minutes to respond to the page and the most senior sergeant who accepts the overtime will be notified via cell phone that he/she will be assigned to this overtime. When a sergeant is already scheduled to work a full overtime shift on the oncoming shift, that sergeant will be last in eligibility, regardless of seniority, to work the additional early report of four (4) hours overtime. If an early report cannot be gained voluntarily, the Village may require, by reverse seniority, of those contacted, a sergeant to work the early report, not to exceed (4) hours.

If overtime is not filled by those sergeants eligible during the time frame set, then one (1) "all call" text message via cell phone will be generated to all bargaining unit sergeants to fill the available overtime based on seniority. If no sergeant respond to the text message, the sergeant who has been held over from the previous shift will be required to work the full eight (8) hour shift.

Extra duty (not immediately following or preceding regular shift assignments – planned overtime).

The Village shall, time permitting, by seniority, attempt to contact those sergeant(s) who are on their regular day off on the day overtime is required, in order to obtain the required personnel on a voluntary basis

If no volunteers are obtained, reverse seniority shall be utilized to obtain the necessary sergeants.

Planned Overtime Procedure for Patrol Shifts Procedure

A staffing need shall be considered "planned overtime" when the Village becomes aware of a staffing shortage on a patrol shift forty-eight (48) or more hours in advance of said shift and determines that overtime will be required to fill the shortage. In such circumstances the following procedure shall be employed to fill the shortage:

Planned Overtime Callout Procedure

The Watch Commander in charge of the shift on which there is a need to fill a shift assignment shall notify sergeants eligible for the planned overtime through personal contact by telephone, text, or face to face conversation. Sergeants shall not be restricted to respond to said notification within a period of time (i.e., twenty (20) minute rule is NOT applicable), except that any sergeant willing to accept the planned overtime must notify the Watch Commander within forty-eight (48) or more hours in advance of said shift.

The Watch Commander shall schedule the sergeant(s) accepting the planned overtime and shall document which sergeant(s) decline the planned overtime or do not respond to the notification on the "Overtime Callout Sheet".

If not enough sergeants accept the planned overtime within forty-eight (48) or more hours in advance of said shift, the regular overtime callout procedures shall be followed to staff the shortage.

Planned Overtime for Special Assignment Procedure

When the Village becomes aware of a staffing need for a special assignment, the Village shall post the staffing need in a manner similar to a detail assignment as follows:

The Planned Overtime Callout Sheet shall be posted on the detail board with a deadline date by which sergeants must voluntarily sign up for the special assignment.

Selection of sergeants to work the special assignment shall be determined by seniority of those sergeants who sign up.

If the need for overtime arises less than forty-eight (48) hours before the assignment is to be worked, then the overtime assignment will be posted on a first-come-first serve basis and the overtime will be announced with a page/text to all collective bargaining unit members.

Sergeants scheduled to work during the hours of the special assignment who are interested in working the special assignment must write their initials in the appropriate location on the Planned Overtime Callout sheet. In the event sergeants selected to work special assignments are unable to do so after being selected, the vacancy shall be filled with those who earlier initialed the sheet in order of seniority.

Overtime Callout Eligibility

Sergeants attending training or who are working on an administrative assignment are not eligible to fill a shift staffing shortage and will not be selected if they respond to an overtime callout to fill a shift when the staffing shortage is on the shift immediately preceding or immediately following the training class or the administrative assignment.

Instructor Assignment Procedure

When the Village becomes aware of an overtime staffing need for any type of instructor within the Homewood Police Department, the assignment shall be offered to sergeants presently qualified to conduct the instruction needed based on seniority, except that sergeants who have a history of poor performance, poor attitude, disciplinary action, or other characteristics that would have an adverse impact on the sergeants being instructed may not be offered the assignment regardless of seniority. If the sergeant selected to conduct the instruction is unable or unwilling to do so, it will be the sergeant's obligation to find a qualified replacement based on seniority and with the approval of the Deputy Chief responsible for the training function.

Supplemental Staffing Callout Procedure

Staffing needed for the purpose of supplementing or exceeding the minimum staffing level of a shift shall be posted forty-eight (48) hours or more in advance of the shift in question. The most senior sergeant(s) who signed up shall be granted the assignment.

Time of Callout Notification

There shall be no restrictions on the time of day that overtime callout pages/text messages are sent.

Callout Correction Procedure

Errors made during an overtime call out procedure shall be corrected by sending one or more corrected callout text messages via cell phone to all affected sergeants. If more than one (1) text message is sent to correct the error, the last and final text message shall serve as the correct and official record of which sergeants were sent the text message, what time the text message was sent, and for calculating the period of time in which sergeants must respond to the notification. If the Village makes an error and skips over the next eligible sergeant for overtime assignment, that sergeant will be assigned overtime in the equivalent amount. This will not be used to supplement existing shift operations.

Resolving Staffing Shortages

If shift staffing falls below minimum staffing levels and a staffing shortage remains one (1) "all call" page will be sent to all sergeants. If no sergeants accept the overtime, the sergeant who has been held over from the previous shift will be ordered to work the full eight-hour shift.

Whenever a sergeant declines voluntary overtime on the basis of fatigue or illness, and pursuant to the requirements of this Article, it becomes necessary to order that sergeant to work required overtime, the Chief or his designee may, at his discretion after agreeing with the sergeant's

reasons for declining the overtime, order the next sergeant, on a reverse seniority basis, to work, who has not also declined the overtime on the same basis. This is to ensure that sergeants will not be ordered to work overtime when they are, in the opinion of the Chief or his designee, already or soon to be unduly overworked and therefore too fatigued to perform their assigned work properly. Decisions to order other than the least senior sergeant to work overtime shall be documented. However, decisions to order other than the least senior sergeant to work overtime as provided for above are totally at the discretion of the Chief or his designee and will not be subject to challenge under the grievance procedure of this Agreement. Concerns relating to a possible violation of the intent of this discretionary power may be considered at a labor/management meeting.

Detail opportunities will be communicated to eligible sergeants through a posting on the detail board and via email for voluntary viewing while off-duty.

Section 6.12 Field Training Compensation

Any sergeant who is assigned to perform the regular duties of a Field Training Sergeant, for an entire shift, shall receive a total premium payment equal to one (1) hour of the sergeant's regular overtime hourly rate of pay for the performance of such work. Pyramiding

Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by a sergeant or the Union against the Village involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning a matter or issue, other than disciplinary matters or issues, subject to the jurisdiction of the Homewood Fire and Police Commission shall not be considered a grievance under this Agreement. Disciplinary matters may be grieved according to the procedures contained in Article XX of this Agreement.

Section 7.2 Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within seven (7) calendar days as provided in Step 1 below. A grievance may be initiated by a steward, an aggrieved sergeant, or the Union on behalf of a group of sergeants a "class" grievance). Grievances regarding discipline imposed by the Chief (or authorized designee) will be filed at Step 4. A grievance shall be processed as follows:

Step 1:

Any sergeant and/or Steward who has a grievance shall submit the grievance in writing to the sergeant's Division Deputy Chief, specifically indicating that the matter is a "grievance" under this Agreement. The grievance shall contain a general statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than seven (7) calendar days from the date of the occurrence

of the matter giving rise to the grievance or within seven (7) calendar days after the sergeant, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented or at a mutually agreed upon time between the sergeant and his supervisor within seven (7) calendar days.

Step 2:

If the grievance is not settled at Step 1 and the sergeant, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Chief within seven (7) calendar days of receipt of the answer in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Chief or his designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized Union representative if one is requested by the sergeant at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within seven (7) calendar days following their meeting.

Step 3:

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the Police Chief or other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant, the Steward involved and an outside, non-sergeant representative of the Union within seven (7) calendar days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the Union within seven (7) calendar days following the meeting.

Step 4:

If the Grievance is not settled at Step 3, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall voluntarily submit a mutual request within seven (7) days after denial of the grievance in Step 3. Both parties shall attempt to reach a mediated agreement to resolve the dispute. This Step 4 mediation process may be waived by mutual agreement of the Parties.

Section 7.3 Grievance Arbitration

If the grievance is not settled at Step 3 or 4 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below, within ten (10) calendar days of receipt of the Village's written answer as provided to the Union at Step 3 or within ten (10) calendar days after unsuccessfully reaching a mediated agreement at Step 4 (unless waived by mutual agreement):

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. A "coin toss" shall determine the order of striking of names from the arbitration panel. The winner of the coin toss shall have the choice of taking the first or second turn in the striking sequence. Both the Village and the Union shall strike names alternately. The person remaining on the arbitration panel shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

(c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

(d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

The fees and expenses of the arbitrator and the cost of a written transcript, if mutually agreed to, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4 Interest Arbitration

For interest arbitration only, the procedures of the ILRB shall be followed, except that the panel of arbitrators shall be provided by FMCS and not AAA, all of whom shall be members of the National Academy of Arbitrators residing in the state of Illinois, Indiana, or Wisconsin.

Section 7.5 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2 (except merit pay grievances which begin at Step 4). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section 6.5 shall be final and binding upon the Village, the Union and the sergeants covered by this Agreement.

Section 7.6 Time Limit for Filing

If a grievance is not presented by the sergeant or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the sergeant or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limit, the aggrieved sergeant and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE VIII
NO STRIKE – NO LOCKOUT

Section 8.1 No Strike

Neither the Union nor any of its sergeants or agents, or members of the bargaining unit, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, picketing or any other intentional interruption or disruption of the operations of the Village. Any or all sergeants who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2 No Lockout

The Village will not lockout any employees during the term of this Agreement as a result of an actual labor dispute with the Union.

Section 8.3 Penalty

The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 8.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from seeking or obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX
HOLIDAYS

Section 9.1 Holidays

The following days shall be designated as paid holidays for all sergeants:

- New Year's Day
- Martin Luther King Jr. Day

- President's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day

The exact date to be observed for a holiday shall be as determined pursuant to the terms of 205 ILCS 630/17.

Section 9.2 Holiday Pay and Work Requirements

Sergeants shall receive eight (8) hours' pay in addition to their regular pay rate for each holiday. Sergeants who actually work on a holiday shall be paid at two (2) times their regular pay rate for all hours actually worked. Sergeants may use up to two (2) hours compensatory time, as provided for in Section 6.6 of this Agreement, to complete their regular work shift on a holiday as listed in Section 9.1 of this Agreement and still receive pay at the rate of two (2) times their regular pay rate for the compensatory time used. In order to be eligible for holiday pay, the employee must work the full scheduled work shift immediately preceding and immediately following the holiday, in addition to the holiday when scheduled as part of their normal, monthly, departmental work schedule, unless he or she is on a legitimate paid leave. Nothing in this Section shall be construed to make employees on layoff eligible for holiday pay. Examples of the holiday pay computation are attached as Appendix D.

Unless on otherwise excused leave status, an employee who fails to work a full shift on the day before or after a holiday when scheduled may be required to demonstrate proof of a valid reason for the absence when requested by the Chief or designee.

Section 9.3 Detective Holiday Pay

Detective shall continue to receive holiday time off with no loss of pay for recognized holidays that fall on a regular scheduled workday.

ARTICLE X
LAYOFF AND RECALL

Section 10.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, sergeants covered by this Agreement will be laid off in accordance with their departmental seniority, as provided in 65 ILCS 5/10-2.1-18.

Except in an emergency, no layoff will occur without at least twenty-one (21) calendar days notification to the Union and the affected sergeants. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff for discussion,

though such discussion shall not be used as a reason to delay the layoff. The Village further agrees that it will not change the duties of auxiliary sergeants or pay part-time sergeants to perform the regular duties of any bargaining unit member who is on layoff.

Section 10.2 Recall

Any sergeant who has been laid off shall be placed on the appropriate reinstatement list for three (3) years and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new sergeants being hired, subject to the remaining provisions of this Section 10.2.

Notice of recall shall be sent to the sergeant by certified or registered mail with a copy to Metropolitan Alliance of Police. The sergeant must notify the Police Chief or his designee of his intention to return to work within three (3) workdays after receiving notice of recall and shall be given fourteen (14) calendar days after receipt of notice of recall to make arrangements to return to work. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the sergeant, it being the obligation and responsibility of the sergeant to provide the Police Chief or his designee with his latest mailing address. If a sergeant who has not received actual notice fails to timely respond to a recall notice, his name shall be placed at the bottom of the recall list for the first failure and shall be eliminated for any subsequent failure to respond. If a sergeant who has received actual notice of his recall fails to timely respond, his name shall be removed from the recall list.

ARTICLE XI
VACATIONS

Section 11.1 Eligibility and Allowance

All sergeants shall become eligible for vacation in accordance with the schedule listed below:

Years of continuous service completed	Vacation hours
1 year	80
2 years	88
3 years	104
4 years	112
5 years	120
6 years	136
7 years	144
8 years	152
9 years	160
10 years	168
11 years	176
12 years	184
13 years	192
14 years	200
15 plus years	240

Sergeants shall receive their annual vacation leave allowances in advance on their anniversary date of employment. If a sergeant separates from employment before completing the year for which he has received a vacation leave accrual, his vacation leave accrual shall be reduced by 1/12 for each month or portion of a month not worked. In the event such reduction results in a negative vacation leave balance, the difference will be deducted from the sergeant's final paycheck. If a sergeant is compensated for less than one hundred twenty (120) hours of work in a month, his vacation leave accrual shall be reduced by 1/12.

Section 11.2 Vacation Pay

The rate of vacation pay shall be the sergeant's regular straight-time rate of pay in effect for the sergeant's regular job classification on the payday immediately preceding the sergeant's vacation. Sergeants may request their vacation pay no later than three (3) days prior to the start of a vacation period exceeding five (5) days.

Section 11.3 Scheduling and Accrual

Sergeants shall be awarded vacation time by the Village in accordance with Village service needs and, if practical, the sergeant's desires. Subject to the preceding sentence, vacation requests for the period beginning January 1st shall be received by October 1st in any calendar year. Vacation selection shall occur as follows:

(a) More than one (1) bargaining unit sergeant per shift per day may be scheduled for vacation with the written permission of the Chief or his designee.

(b) Initial vacation selections shall be made by seniority order. Up to two (2) weeks' vacation may be selected, and selections must be in one-week increments.

(c) Once all bargaining unit members have made those initial selections, then a second round of vacation selections shall occur as described above. A third round of selection shall thereafter occur for those sergeants who have more than four (4) weeks' vacation.

(d) After all weekly selections have been made as described above, sergeants may, on a seniority basis, by November 1st, select any remaining individual one-day (8-hour) vacations with the approval of the Chief or his designee. Thereafter, one-day (8-hour) selections may be made on a first-come - first served basis with the approval of the Chief or his designee. The Village further agrees that one (1) sergeant per shift will be allowed to utilize a one- day (8-hour) vacation or eight (8) hours of compensatory time per shift when staffing falls to one (1) below the set minimum staffing level, if such request is made at least forty-eight (48) hours in advance.

(e) Vacation selections may be modified upon written request to the Chief or his designee upon thirty (30) days' notice prior to the requested vacation date.

Sergeants will be required to take vacation days within two (2) years from the date they are accrued. The Village shall grant vacation leave requests in an increment not less than a two (2) consecutive hour block of time.

Section 11.4 Emergencies

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the sergeant will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the sergeant's work, the sergeant will be given the requested day(s) off as a vacation day(s), provided the sergeant has the requisite number of approved vacation day(s) available.

ARTICLE XII
SICK LEAVE

Section 12.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses or medical needs from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to utilize sick leave only when medically necessary for illness and/or injury, visiting their doctor (when it cannot reasonably be scheduled outside the workday) or acting pursuant to reasonable instructions for care or caring for a sick member of the immediate family.

Section 12.2 Allowance

Any sergeant contracting or incurring any non-service-connected sickness or disability, or if such sickness or disability occurs involving an individual of the sergeant in the sergeant's immediate family (defined as an employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent) the sergeant may use accrued sick leave with pay pursuant to the remaining terms of this Article.

Section 12.3 Days Earned in Accumulation

Sergeants shall accrue one (1) day of sick leave for each full month of service worked. Sick leave shall be earned by a sergeant for any month in which the sergeant is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 12.4 Notification

Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Chief), but no later than one (1) hour before the start of the sergeant's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered an absence without pay and may result in denial of sick pay use and may subject the sergeant to discipline, as well.

Section 12.5 Medical Examination

The Village may, at its discretion and expense, require sergeant to submit a physician's verification of illness from a physician designated by the Village. If the sergeant is using sick leave for a family member who is sick (or has a medical appointment), the Employer may require a doctor's verification of the illness or appointment. In all circumstances, a physician's verification of the need to take time off will be required when a sergeant is absent for four (4) or more consecutive workdays due to an illness of a sergeant or a family member, except if the absence is due to a highly contagious disease and proper notice of the absence is provided by the sergeant to their supervisor. If a sergeant is diagnosed with a highly contagious disease, a physician's verification that the sergeant is no longer contagious and confirmation that the sergeant is cleared to return to work will be required in all instances and for any period of time the sergeant is absent. Such verifications must be provided upon the sergeant's return to work. All verifications required by this Article shall be on a form prescribed by the Village.

Section 12.6 Sick Leave Utilization and Buy-Back

Sick leave shall be used in no less of an increment than one (1) hour. Any sergeant discharged for just cause forfeits all sick leave accrued benefits and unused sick leave is not subject to buy back at the end of the calendar year.

Section 12.7 Non-use of Sick Leave Bonus

Any sergeant who in the previous full calendar year of full-time employment with the Village has used zero (0) sick leave days shall receive one (1) additional day off with pay. The day off with pay shall be taken within one year after the day off is earned and with the approval of the Chief of Police.

Section 12.8 Catastrophic Sick Leave Bank

Any sergeant may participate in the Catastrophic Sick Leave Bank policy attached as Appendix D on a voluntary basis.

Section 12.9 Paid Leave Time Waiver

The Village and the Union agree that the terms and provisions of paid time off available in this Agreement meet and exceed the requirements of the State and County paid leave laws and therefore any conflicting provisions are waived by mutual agreement.

ARTICLE XIII
ADDITIONAL LEAVES OF ABSENCE

Section 13.1 Discretionary Leaves

The Village may grant a leave of absence under this Article to any bargaining unit sergeant where the Village determines there is good and sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay or insurance continuation.

Section 13.2 Application for Leave

Any request for a leave of absence shall be submitted in writing via Department memorandum or by email, by the sergeant to the Police Chief or his designee as far in advance as practicable. The request shall state the reason for the leave of absence with supporting documentations (when based on medical need) and the approximate length of time off the sergeant desires. Authorization for leave of absence shall, if granted, be furnished to the sergeant by his immediate supervisor and it shall be in writing.

The sergeant must be reasonably expected to return to work within a reasonable period of time in order to be considered for a leave of absence, except as required by law.

Section 13.3 Military Leave

A sergeant who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other rights as provided by applicable federal and/or state statute (e.g., ISERRA and USERRA).

Section 13.4 Jury Leave

Sergeants covered by this Agreement who are required to serve on a jury or are called for jury duty on days they are scheduled to work shall sign their jury duty checks over to the Village, excluding any payments for incidental expenses such as travel, meals, and parking. The Village shall compensate such sergeants, at their regular rate of pay, for the regularly scheduled workday (up to 8 hours per day). Sergeants who serve on a jury or are called for jury duty for less than their regularly scheduled work day in a given day may be excused from further work for the Village that day at the discretion of the Chief of Police or his designee(s) after considering the actual number of hours the sergeant spent on jury duty that day and the sergeant's work schedule.

Section 13.5 Paid Funeral Leave

In the event of death in the immediate family (defined as the sergeant's legal spouse, domestic partner, children, stepchildren, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and step-parents) an sergeant shall be granted up to three (3) consecutive workdays off work (up to 8 hours per day) if the sergeant was normally scheduled to work those days to attend the funeral or memorial service if the sergeant attends the funeral. Leave beyond such three (3) days may, upon approval of the Police Chief or his designee, be extended on a day-to-day basis if charged to the sergeant's sick leave accrual account.

The days must be taken within the timeframe specified by the Illinois Family Bereavement Leave Act (FLBA) or at the discretion of the Chief of Police or designee.

In the event of a death in the sergeant's extended family (defined as the sergeant's or their spouse's aunts, uncles, nephews, nieces, cousins within the third degree of consanguinity (defined as "of the same blood or origin" or "descended from the same ancestor"), and the sergeant's spouse's grandparents), the sergeant may take a maximum of three (3) work days' funeral leave if

the sergeant attends the funeral, which days shall be charged against the sergeant's sick leave account if the sergeant has that many days in the sergeant's account.

A sergeant shall provide satisfactory evidence of the death of a member of the immediate or extended family and the sergeant's attendance at the funeral if so requested by the Village. The sergeant may have the right to request additional unpaid leave to a maximum of five (5) consecutive days, subject to the Village's right to refuse such leave for operational or related business reasons.

The Village also complies with the Illinois Family Bereavement Leave Act for eligible sergeants with one year of service (and 1,250 hours worked during the preceding 12-month period) who seek to take additional unpaid time off pursuant to that Act for covered reasons.

Section 13.6 Leave for Illness or Injury

In the event a sergeant is unable to work by reason of illness, or injury (including those compensable under workers' compensation or PEDA), the Village may grant a leave of absence without pay during which time seniority shall not accrue for so long as the sergeant is unable to work, except that for a work-related injury compensable under workers' compensation, an sergeant shall accrue seniority for the first one (1) year of leave.

To qualify for such leave, the sergeant must report the illness or injury as soon as the illness or injury is known and thereafter furnish to the Chief of Police or his designee a physician's written statement showing the nature of the illness or injury and the estimated length of time that the sergeant will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the sergeant shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval or at some other reasonable interval as determined by the Village and the sergeant.

Before returning from leave of absence for injury or illness, or during such leave, the sergeant at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the sergeant's capacity to perform the essential job functions of the work assigned (with or without reasonable accommodation if disabled or experiencing a medical condition related to pregnancy or childbirth). A leave of absence for illness, non-job-related injury or pregnancy will be granted with the sergeant having the option of using accrued sick leave or taking an otherwise unpaid leave of absence.

Section 13.7 Benefits While on Leave

Unless otherwise stated in this Article or otherwise required by law, length of service shall not accrue for a sergeant who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the sergeant returns to work on a pay status. Unless otherwise stated in this Article, and sergeant returning from leave will have his seniority continued after the period of his leave. Upon return the Village will place the sergeant in his or her previous job if the job is vacant; if not vacant, the sergeant will be placed in the first available opening in his classification or in a lower-rated classification according to the sergeant's seniority, where skill and ability to perform the work without additional training are relatively equal.

If, upon the expiration of a leave of absence and provided the sergeant is released to return to work, there is no work available for the sergeant or if the sergeant would have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During the approved leave of absence or layoff under this Agreement, the sergeant shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided the sergeant makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village.

Section 13.8 Light Duty

The Chief of Police or designee may, at his discretion, offer or assign light duty work with a physician's approval to an employee if there is meaningful work to be performed, the employee is qualified to perform such light duty work and the employee is unable to perform full duty responsibilities because of injury or disability. Officers assigned to light duty after sustaining a work-related injury shall be assigned based on the following guidelines:

(a) Sergeants will be assigned to work Monday through Friday with weekends and holidays scheduled off.

(b) Sergeants will generally be assigned to the day or afternoon shift.

(c) Schedule restrictions or schedule notification requirements in this Agreement and specifically in Article VI, shall not apply when scheduling light duty work; however, the Village will attempt to notify the officer at least 48 hours in advance of his scheduled workday.

Section 13.9 Non-Employment Elsewhere

A leave of absence will not be granted to enable a sergeant to try for or accept employment elsewhere or for self-employment. Sergeants who engage in employment (including self-employment with or without compensation) elsewhere during such leave may immediately be terminated by the Village.

Section 13.10 Line of Duty Injury

The parties agree that nothing in this Agreement shall supersede the provisions of the Illinois Workers' Compensation Act, 820 ILCS 305/1, et seq.

Section 13.11 Family and Medical Leave

Sergeants shall be covered by the Village's Family and Medical Leave Policy that is then in effect, including revisions thereto that are adopted by the Village Board as applicable to other Village sergeants. A copy of this policy is attached to this Agreement as Appendix C. In the event this policy conflicts with the Family and Medical Leave Act of 1993, as amended, the Family and Medical Leave Act of 1993 shall govern. See Appendix H.

ARTICLE XIV
TUITION REFUND PROGRAM

Section 14.1 Tuition Reimbursement Program

When a full-time sergeant is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Village, the following tuition reimbursement plan shall apply when prior written approval for such reimbursement has been received from the Department Head and the Village Manager.

Section 14.2 Payment

The Village shall, upon receiving a payment receipt consistent with the requirements of Section 13.1, reimburse the sergeant one hundred percent (100%) contingent upon a grade of "B" or better. There shall be no reimbursement for grades below "B". The Village shall also pay fifty percent (50%) of the cost for all books required for such course work contingent upon the sergeant receiving a grade of "B" or better. The maximum reimbursement a sergeant may receive during his employment with the Village shall not exceed Fifteen Thousand Dollars ($15,000). The Village will budget Ten Thousand Dollars ($10,000) per year for this program. The Village will not reimburse sergeants seeking degrees higher than a Master's Degree.

Sergeants who leave the employment of the Village within three (3) years of having received a tuition reimbursement check shall be obligated to pay back to the Village the amount of such reimbursement.

Section 14.3 Courses During Working Hours

The Village Manager may, in his discretion, grant a sergeant time off from work to attend a school course during working hours. A request for time off must be in writing and will not be considered unless it is shown that it is necessary to take the course during regular working hours and that the course(s) will not cause a manpower shortage or detract from the sergeant's work. If the Village Manager grants the requested time off, the sergeant may be required to compensate the Village for any such time off taken.

ARTICLE XV
WAGES

Section 15.1 Wage Schedule

Sergeants shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The wage schedule attached as Appendix A shall be considered part of this Agreement.

Section 15.2 Longevity Pay

All sergeants will receive longevity pay on the following schedule:

Length of Continuous Service	Amount
At least 6 years, but less than 10	$800
At least 10 years, but less than 15	$1,100
At least 15 years, but less than 19 years	$1,500
Over 19 years	$2,000

Longevity payments shall be paid out in the first paycheck in December of each year to all sergeants who have completed the required service time.

Section 15.3 Merit Pay

The Village may award merit pay increases (i.e., step advancement(s) on Appendix A) to sergeants who have performed satisfactorily as reasonably determined by the Village at least annually. The failure to award a merit pay increase shall be accompanied by a written explanation to the sergeant. Any grievance involving merit pay shall begin at Step 4 of the grievance procedure where the issue presented to an arbitrator is whether the denial of a merit pay adjustment is arbitrary or capricious.

Section 15.4 Responder Compensation

The Village may, at its discretion, require sergeants assigned to the Investigation Division to carry a cell phone on nights, weekends, and holidays for the purpose of allowing the Village to contact those sergeants to report for unscheduled work. Any sergeant assigned to the investigation division who is directed to carry a cell phone over a weekend shall receive the equivalent of five (5) hours of overtime pay as responder compensation for that weekend for carrying the cell phone. No responder compensation shall be due for nights, holidays, or where the sergeant doesn't carry the cell phone for the entire weekend. Actual hours worked in response to a call shall be compensated as provided for in this Agreement.

The Parties agree that any enhancements to the Police Chapter 621 Responder Compensation will be applicable to all sergeants covered by this Agreement.

Section 15.5 Employee Health Savings Plan Contributions

The Village will contribute from each paycheck three percent (3%) of the salary, excluding overtime compensation, to an account in the Employee Health Savings Plan for each sergeant in the bargaining unit who is eligible for participation in the Employee Health Savings Plan as identified in Section 17.7 and 21.10 of this Agreement. The annual rates of salary set forth in Appendix A of this Agreement are reduced by an equivalent amount of three percent (3%), to make those contributions non-taxable to eligible sergeants.

ARTICLE XVI
UNIFORM ALLOWANCE

Section 16.1 Uniforms upon Promotion

Uniforms shall be supplied by the Village to newly promoted sergeants upon promotion as specified in Administrative Order -- Quartermaster System – Promotion Purchases. However, newly promoted sergeants will be required to purchase their own approved duty weapon. Sergeants shall be responsible for properly cleaning and maintaining their uniform items.

Section 16.2 Uniform Replacement

The Village will provide necessary and required uniforms to all existing sergeants as described below at no expense to sergeants. Sergeants shall be responsible for properly cleaning and maintaining their uniform items.

The Village shall provide a quartermaster system for use by sergeants to replace worn or damaged uniform items and weapons, and to purchase new items in an amount not to exceed One Thousand Twelve Hundred Fifty Dollars ($1,250.00) per sergeant per fiscal year. It is understood that the sergeant has discretion in how to use the funds provided that the sergeant is in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Any sergeant also may use the uniform allowance to purchase written department promotional materials or any items that are required for wear/use while on duty, including court and training. The purchase of an authorized weapon through the quartermaster system must be pre-approved by the Deputy Chief of Operations and shall not be approved for more than one weapon during each two calendar year period (available in alternating calendar years).The sergeant also has the discretion to be reimbursed for items purchased out of pocket that are not available from an approved vendor provided that the items purchased are in compliance with the Village's applicable SOP's regarding uniforms and appearance guidelines. Quartermaster funds do not carry over from year to year.

Uniform items purchased must be selected from the uniform specification sheet approved by the Village and must be purchased from an approved vendor. Items purchased that are not on the approved specification sheet will not be paid for by the Village and will become the responsibility of the sergeant that purchased the item(s). The sergeant must submit to the Village a valid original receipt(s) for the items purchased within seven (7) business days of said purchase.

If a sergeant reaches his one thousand dollar ($1,250) annual uniform amount and needs additional uniform replacement, said replacement shall be at the sergeant's expense.

ARTICLE XVII
INSURANCE

Section 17.1 Coverage

The Village shall continue to try to make available to non-retired sergeants and their dependents substantially similar group health and hospitalization insurance, and life insurance coverage and benefits as existed prior to the signing of this Agreement. In the event the Village is unable to provide substantially similar group health and hospitalization insurance, the parties agree

to re-open Section 16.1. Further, the Village will try to make available to sergeants who are under the age of sixty-five (65) and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of sixty-five (65)) at group rates, with such premiums to be paid by the retired sergeants, for the life of this Agreement.

Sergeants who retire with a minimum of twenty (20) years' full-time service to the village and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for other Village sergeants. Sergeants who retire with a minimum of twenty (20) years' full-time service to the village but who are not at least fifty (50) years of age at the time of their retirement, and their dependents who are under age sixty-five (65), can remain as participants in the Village's health insurance plan provided the retiree is not eligible for insurance by some other employer or covered by a federal or state government health plan and provided the village's health insurance plan allows such participation. Such retiree shall pay one hundred percent (100%) of the premiums for as long as he is eligible to participate in the group insurance. Dependents of deceased retirees can remain covered to the extent required by applicable federal law. Arrangements for reimbursement of premiums to the Village should be made with the Finance Director. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

All full-time sergeants hired after May 1, 1996 will be responsible for payment of 100% of premium for both individual and dependent health and hospitalization insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement as outlined in Section 17.1 of this Agreement.

Section 17.2 Cost

The Village will pay eighty percent (80%) of the cost of the premiums for full-time sergeants' group health and hospitalization insurance and the sergeant will contribute twenty percent (20%) of the premium through a payroll deduction.

Section 17.3 Cost Containment

The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4 Life Insurance

The Village shall provide, at no cost to the sergeant, life insurance coverage in the amount of Fifty Thousand Dollars ($50,000) or one year's base salary, whichever is greater up to a maximum of One Hundred Thousand Dollars ($100,000).

Section 17.5 Line of Duty Death Benefit

The family of a sergeant whose death is the result of action taken within the line of duty shall be entitled to a funeral death benefit in the amount of Seven Thousand Five Hundred Dollars ($7,500).

Section 17.6 Health Insurance Opt-Out Program

The Village of Homewood shall offer a program where eligible sergeants may voluntarily "opt out" of participation in the Village's group health insurance plan and the affected sergeant will receive a stipend in lieu of such participation. If those eligible sergeants can provide proof that they have alternate health coverage available to them through another source, the Village will deposit $125 per paycheck (up to Three Thousand Two Hundred Fifty Dollars ($3,250) annually) into the sergeant's 457 deferred compensation account as offered by the Village. The opt-out benefit is the same for all eligible sergeants regardless of current Village health plan participation status, and regardless of whether a sergeant carries single or family coverage. Medicare eligible employees and employees covered by the Village's insurance plan through a family member are not eligible to receive payment pursuant to this Opt Out Program.

To be eligible, sergeants must be an active full-time Village sergeant, must sign and submit an opt-out plan participation agreement, along with documented evidence from the administrator of another group health plan demonstrating that they have health insurance coverage outside of the Village, and the sergeant cannot also be a covered dependent on a Village Health Plan.

The Village will review this program on an annual basis in order to determine if it will be continued and the Village reserves the right to discontinue this program at any time. In the event of any conflict between any portion of this policy and the applicable law, the law will govern in all cases.

Section 17.7 Retirement Health Savings Plan Sick Leave Contribution

The Village shall offer a Retirement Health Savings Plan through the Mission Square Retirement Corporation beginning on a date within a reasonable period of time after the Ratification Date of this Agreement through April 30, 2028. Participation in the RHS is mandatory for all employees. The Village shall annually contribute, on a calendar year basis, a portion of the employee's unused sick leave from the most recently concluded year, as follows:

Unused Sick Hours As of December 31	Approximate Percent Contribution	Hours Contributed
Less than 48	0%	0
48-55	20%	10
56-63	20%	11
64-71	20%	13
72-79	20%	14
80-87	30%	24
88-95	40%	35
96	50%	48

The monetary value of the sick leave hours contributed shall be the product of the number of hours contributed from the table above and the employee's hourly rate of pay as of December 31 of the calendar year for which the unused sick leave balance is determined. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance as of December 31 for such year. The Village shall deposit said contribution into the employee's RHS account no later than January 31 of the following year. Hours contributed shall be in whole hours as listed in the table above. The Village shall not contribute partial, fractional or prorated hours.

As a condition to any contribution of unused sick leave hours, employees must attain and maintain a balance of one hundred sixty (160) hours of sick leave at all times. The Village shall not contribute any unused sick leave into an employee's RHS account if the employee's sick leave balance is one hundred sixty (160) hours or less as of December 31 or if the amount of the allowable contribution for the calendar year would reduce the employee's sick leave balance to an amount which is at or below one hundred sixty (160) hours as of December 31. The Village shall not contribute any portion of unused hours from the table above which would reduce the total down to one hundred sixty (160) hours; rather, the Village will make the contribution of only the total hours from the table above where the balance left would be equal to or in excess of one hundred (160) hours. No partial hours from the table above shall be contributed at any time.

When an employee retires from the Village the monetary value of his unused sick leave hours to be contributed shall include the sick leave hours actually earned less the hours actually used between January 1 and the date of the employee's last day of work. Unused sick leave contributions shall be based on the table above without any proration for partial year employment and shall be deposited into the employee's RHS account no later than thirty (30) days after the employee's last day of work. The hours of unused sick leave contributed to an employee's RHS account shall be deducted from the employee's sick leave balance.

Upon retirement from the Village, with twenty (20) years of service and aged fifty (50) or older, the Village shall contribute the retiring employee's unused sick leave balance in an amount not to exceed four hundred (400) hours into the employee's RHS account, or paid out to the employee, no later than thirty (30) days after the employee's last day of work. The amount of unused sick leave contributed shall be calculated after any partial year contributions have been deducted from the employee's sick leave balance as provided for in the preceding paragraph. Retired employees can be reimbursed from their RHS account for all qualifying medical expenses as defined in Internal Revenue Code Section 213.

After December 31, 2019 the Village shall evaluate the cost effectiveness of the RHS plan. If the Village determines that the RHS plan is cost effective, the plan shall remain in effect. If the Village determines that the program has not been cost effective, the Village shall not continue to make deposits into employees' RHS accounts, and the Village and Union shall meet to attempt to reach agreement to redesign the plan. Any plan redesign agreed to by both parties shall take effect as of January 1, 2020. Nothing in this Section requires the Village to continue making contributions to the plan beyond December 31, 2019 if the parties are not able to reach agreement on a plan redesign that makes the plan cost effective in the determination of the Village.

ARTICLE XVIII
MAINTENANCE OF ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Village shall meet and discuss such change before it is finally implemented by the Village. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request discussions if such discussions are desired.

ARTICLE XIX
IMPASSE RESOLUTION

Upon the expiration of this Agreement, or upon a proper reopener pursuant to Section 15.4, or other mid-term bargaining as provided in Articles XXII and XXIII, the remedies for the resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14, as it existed on October 1, 1990).

ARTICLE XX
DISCIPLINE

Section 20.1 Discipline

The Village may discipline sergeants only for just cause (sergeant with or without just cause). The parties agree that written warnings may be expunged from the sergeant's personnel file at the Chief's discretion.

The Chief of Police shall have the power and authority to impose such disciplinary actions as oral or written warnings and suspensions without pay up to five (5) shifts/workdays. Any disciplinary actions which the Chief may impose (or the filing of charges with the Board of Fire and Police Commission, when applicable) will commence within thirty (30) days of the Village's completion of its investigation concerning the violation.

A sergeant may request a status report of a disciplinary investigation pending against him every fifteen (15) days.

The parties agree that nothing in this Agreement shall supersede the provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, et. seq.

Section 20.2 Employee Election of Forum

The parties recognize that the Board of Fire and Police Commission of the Village of Homewood has certain statutory authority over sergeants covered by this Agreement as defined by the Illinois Municipal Code, 65 ILCS 5/10-2.1-1, et. seq. The Agreement is nevertheless intended to supplement the authority of the Fire and Police Commission by providing non-probationary sergeants with the right to choose between having a dispute as to disciplinary action resolved

through the grievance/arbitration procedure of this Agreement (with the Union's consent) or by hearing conducted by the Board of Fire and Police Commission.

The filing of a notice with the Village by the Union to refer the grievance to arbitration, as described in Section 6.3, shall constitute notice of the sergeant's election to appeal the disciplinary dispute through the grievance arbitration procedure and to waive any hearing before the Board of Fire and Police Commission. Conversely, the failure to timely file such notice shall constitute a waiver of the grievance appeal and an election by the sergeant to have the dispute heard by the Board of Fire and Police Commission.

Following the pre-disciplinary meeting within seven (7) days, the Sergeant may file a grievance beginning at Step 4 of the grievance procedure. Should the grievance not be resolved at Step 4, the Union shall elect whether to proceed to arbitration or have the matter resolved by the Board of Fire and Police Commissioners. If the matter is to be resolved via arbitration, the Employer may immediately impose discipline. If the Commission is selected, the Municipal Code and Rules of the Commission shall control imposition of discipline.

In the event of any conflicts between this procedure and any Village ordinances or the Board of Fire and Police Commission rules, the provisions of this Agreement shall take precedence.

The administration of discipline by the Village in other respects shall be carried out as stated in the sections which follow.

Section 20.3 Disciplinary Action

Disciplinary action (i.e., oral, or written reprimand, suspension, or discharge) may be imposed upon a sergeant only for just cause.

Section 20.4 Pre-Disciplinary Meeting

Once a tentative decision to impose or recommend a suspension without pay, or a discharge, is reached by the Chief of Police, prior to implementing the intended disciplinary action, the Chief or his designee shall notify the Union and meet with the sergeant involved, and the sergeant's Union representative if requested by the sergeant. The Chief shall inform the sergeant of the reasons for such contemplated disciplinary action. The sergeant, and the Union representative if present, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 20.5 Notification and Measure of Disciplinary Action

In the event disciplinary action of suspension is taken against a sergeant, the Department shall promptly furnish the sergeant a statement in writing that summarizes the reasons, therefore. The measure of discipline and the statement of reasons may be modified but not increased by the Village as a result of any grievance meetings. The previous sentence shall not preclude the Chief from initiating additional charges if new facts become known to the Employer, nor shall it affect the legal authority of the Village's Board of Fire and Police Commission.

ARTICLE XXI
MISCELLANEOUS

Section 21.1 Non-Discrimination

Neither the Village nor the Union shall not discriminate against sergeants in a manner that would violate state or federal law, and employment-related decisions within the bargaining unit will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age or national origin of the sergeant, or any other status protected by law. Additionally, neither the Village nor the Union will discriminate against sergeants as a result of membership in the Union. Sergeants shall not be transferred, assigned, or reassigned for reasons prohibited by this Section, nor for reasons unrelated to performance, skill, ability, or the objective needs of the Department.

Any alleged violation of this Section 19.1 may be pursued through Step 4 of the Grievance Procedure only when a sergeant has a pending claim related to the same or similar issues in another forum or administrative agency.

Section 21.2 Union Business Leave

To the extent that there is no disruption of service, increase in costs or interference with operations, leaves of absence without pay shall with prior advance notice be granted annually a total of up to two (2) bargaining unit members for one day each or one bargaining unit member for two (2) days who are selected, delegated or appointed by the Union to attend Union meetings, conventions or educational conferences.

Section 21.3 Fitness Examinations

If there is a justifiable concern or other business reason to verify a sergeant's mental or physical fitness for duty or medical fitness to return to duty, the Village may require that the sergeant have an examination by a qualified and licensed physician or other appropriate medical professional selected and paid by the Village. The sergeant shall be furnished a copy of any medical report upon request.

Section 21.4 Take-Home Vehicles

On-call detective sergeant(s) and canine sergeant(s) will be provided with a vehicle, and the sergeant may use the vehicle on duty and while on-call within a fifty (50) mile radius of the Village Hall.

Section 21.5 Drug And Alcohol Testing

(a) Submit To Testing The Village may require a sergeant to submit to a urine test where there is reasonable, individualized suspicion based on objective consideration of improper drug or alcohol use. The Village shall provide any sergeant who is ordered to submit to any such test with a preliminary written statement of the basis for the Village's reasonable suspicion prior to referring the sergeant to a testing facility.

(b) Laboratory Testing The Village shall use only laboratories which are certified by the State of Illinois to perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the sergeant may tamper with the testing procedure. If the first test results in a positive finding based upon the cut-off standards utilized by the laboratory, a GC/MS confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the Village; only GC/MS confirmatory test results will be reported to the Village. The Village shall provide a sergeant with a copy of any test results which the Village receives with respect to such sergeant along with such other information as is required to assure the tests were properly conducted.

(c) Sample Retention A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the sergeant may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois to perform drug and/or alcohol testing of the sergeant's choosing and at the sergeant's expense.

(d) Blood Sample At the time a urine sample is taken, a blood sample will also be taken if a warrant was obtained. If the GC/MS test results are positive and a blood sample was taken, the blood sample will be tested with the results reported to the Village. The Village shall then share these results with the sergeant.

(e) Cause For Discipline Use of unlawful drugs at any time while employed by the Village, use of prescribed drugs beyond recommended dosages, as well as having alcohol of .03% or above or unlawful drugs in the body while on duty shall be cause for discipline, including termination. Any issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering a sergeant to undertake a test, whether a proper chain of custody has been maintained, etc.) shall be raised under the grievance procedure. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential and the Chief of Police and Village Manager shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential.

(f) Disciplinary Action Except in more serious or extreme cases, the Village will not discharge a sergeant who tests positive a first time but may suspend such sergeant up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the sergeant complies with the following requirements. In order to avoid the penalty of termination, the sergeant must:

1. agree to undergo appropriate treatment as determined by the physician(s) involved;

2. discontinue use of illegal drugs or abuse of alcohol;

3. agree to authorize persons involved in counseling, diagnosing, and treating the sergeant to disclose to the Chief of Police and the Village Manager the sergeant's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

5. submit to random testing during working hours during the period of "after-care" treatment and for a period of twenty-four (24) months following the period of "after-care"; and

6. agree that during the last chance time period in (e) above, if the sergeant tests positive again the sergeant may be terminated.

Sergeants who do not agree to or act in accordance with the foregoing shall be subject to discipline, up to an including discharge. This Section shall not be construed as an obligation on the part of the Village to retain a sergeant on active status throughout the period of rehabilitation if it is appropriately determined that the sergeant's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such sergeant shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

(g) Right to Contest. The Union and/or the sergeant, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the sergeant.

(h) Voluntary Request for Assistance The Village shall take no adverse employment action against any sergeant who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the sergeant with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. the sergeant agreeing to undergo appropriate treatment as determined by the physician(s) involved;

2. the sergeant discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;

3. the sergeant agreeing to authorize persons involved in counseling, diagnosing and treatment of the sergeant to disclose to the Chief of Police and the Village Manager the sergeant's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;

4. the sergeant completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; and

5. the sergeant agrees to submit to random testing during working hours during the period of "after-care."

(i) Employee Assistance Program The Village shall provide to sergeants covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors and Managers Association.

Section 21.6 Officer Involved Shootings and Deaths

50 ILCS 727/1-25 mandates the Employer enact a policy requiring all sergeants involved in an "officer involved shooting" ("OIS") to be subject to drug and alcohol testing prior to the end of his or her shift. 50 ILCS 727/1-25 defines an "officer involved shooting" as any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. (*See Lexipol Policy 309, Officer Involved Shootings and Deaths).*

Section 21.7 Visit By A Union Representative

The Village agrees that one (1) accredited representative of the Union, whether Chapter Union representative or MAP representative, shall have reasonable access to the Police Department training room to meet with an off duty bargaining unit sergeant(s). The outside representative shall call the Chief, or designee, before arrival and obtain prior approval, which approval may be reasonably denied, from the Department Head before entering upon the premises of the Department. The representative shall not in any way disturb sergeants who are working or other Village personnel.

Section 21.8 Confidentiality

To the extent permitted by law, any and all complaints filed against any sergeant shall remain confidential and shall not be revealed to any person not in the chain of command within the Police Department other than MAP, Chapter #622, the Board of Fire and Police Commissioners, the Village Manager, the Assistant to the Village Manager, the Village President and Trustees, the Village Attorney, the State's Attorney, and other law enforcement agencies involved in the investigation. The only exception is as required by law.

Section 21.9 Benefits Re-Opener

Except as otherwise provided in this Agreement, if the Village grants other Village sergeants a significant improvement in a major fringe benefit, and if said improvement is universally applicable to all Village sergeants and exceeds the overall level of said fringe benefit set forth in this Agreement, the Union may give notice of its desire to reopen this Agreement and negotiate concerning a change in said benefit. The Union shall not request the Village to bargain or negotiate with respect to any other matter and the Village shall not have any obligation to negotiate or bargain concerning any other matter. The provisions of this Section 20.9, shall at all times remain in effect. If and when an agreement is reached concerning the fringe benefit in

question, the then applicable collective bargaining agreement, together with such fringe benefit changes as shall have been agreed upon, as so modified, shall be in full force and effect.

Section 21.10 Employee Health Savings Plan

The Village shall offer an Employee Health Savings Plan to eligible sergeants pursuant to the Employer Vantage Care Employee Health Savings Plan Adoption Agreement and Employee Health Savings Plan documents.

In the event the Village acts to amend or terminate the Employee Health Savings Plan, the Village agrees to meet with the Union to negotiate a similar benefit providing for sergeant contributions, if and to the extent such benefits are permitted under applicable law and regulations, available from third party providers, for post-employment health costs. In the event the parties are unable to agree upon such a benefit after a sixty (60) day period of negotiations, either party may invoke interest arbitration to resolve their dispute as provided under the proceedings of §14(H) of the Illinois Public Labor Relations Act. The arbitrator shall be selected pursuant to the procedures set forth in Article VII of the parties' Collective Bargaining Agreement.

Section 21.11 Replacement of Personal Property

The Village agrees to repair or replace uniforms that are damaged while in the performance of assigned duties. The item is required to be worn by the sergeant to perform their assigned work tasks. This includes, but is not limited to, prescription glasses and sunglasses, hearing aids, and watches of those sergeants who are required to wear watches to perform their duties.

The item must be lost or damaged as a direct result of performing work duties. Items lost or damaged as a result of improper care or protection, or other sergeant negligence, even though the loss or damage may occur during work, will not be replaced by the Village. The Village also will not replace items because of normal wear and tear, even though such wear and tear may be a direct result of performing work duties.

The cost of reimbursement for items other than medically required items (i.e., prescription glasses, hearing aids) will be limited to One Hundred Dollars ($100.00). Uniforms will be replaced through a quartermaster system.

Sergeants who apply for reimbursement under this policy must provide a statement that the item was damaged or lost as a direct result of performing work duties and must furnish a receipt verifying the cost of the replacement item. Generally, this statement must be provided within ten (10) business days of the incident which led to the request for reimbursement.

In the event that the sergeant received restitution for any item replaced from any other source, the employer shall be reimbursed for any amounts paid to the sergeant in accordance with this Section.

ARTICLE XXII
SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply

only to the specific Article, section or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. If any provision of this Agreement or its application is held contrary to law, the remainder of this Agreement shall not be affected thereby. If the parties are unable to reach agreement, the impasse procedure of the Illinois Public Labor Relations Act shall be used.

ARTICLE XXIII
ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term except as stated in the paragraph which follows. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the management rights clause at Article IV of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

The Union and the Village shall have the right to impact or effects bargaining as provided in the Illinois Public Labor Relations Act. The Village shall have the right to temporarily implement management decisions as permitted by law pending final resolution of any impact or effects bargaining as timely presented by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXIV
TERMINATION

This Agreement shall be effective beginning August 1, 2025 and shall remain in full force and effect until 11:59 p.m. on the April 30, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least two hundred forty (240) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than two hundred ten (210) days prior to the anniversary date. The provisions are construed on a prospective basis only unless expressly stated otherwise in this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of August 2025

VILLAGE OF HOMEWOOD

Richard Hofeld -- Village President
Village of Homewood

Nakina Flores – Village Clerk
Village of Homewood

Denise McGrath – Chief of Police
Village of Homewood

METROPOLITAN ALLIANCE OF POLICE CHAPTER 622

Keith George – President
Metropolitan Alliance of Police

Steve Brandenburger – President
Metropolitan Alliance of Police, Chapter 622

Nathan Bruni – Vice President
Metropolitan Alliance of Police, Chapter 622

APPENDIX A
WAGE SCHEDULE

POLICE SERGEANT	05/01/2024 to 04/30/2025	05/01/2025 to 04/30/2026	05/01/2026 to 04/30/2027	05/01/2027 to 04/30/2028
Annual Increase		*3.50%*	*3.50%*	*4.00%*
Step 1	$123,430.00	$127,750.00	$132,221.00	$137,510.00
Step 2	$126,244.00	$130,662.00	$135,235.00	$140,645.00
Step 3	$129.122.00	$133,641.00	$138,318.00	$143,851.00

APPENDIX B
INVESTIGATION OF EMPLOYEE

A sergeant may request that a union representative be present at any meeting called by command or supervisory personnel in which the sergeant reasonably believes that discipline may result from such meeting. Provided, however, the request for the presence of a union representative may not unreasonably delay an investigatory meeting.

APPENDIX C
CATASTROPHIC SICK LEAVE BANK

Policy

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if catastrophic illness or injury forces the employee to exhaust all sick leave time (including non-accumulative and extended illness sick leave) earned by that employee and thereby lose compensation. Patrol union member and Sergeant union members will contribute and withdraw from the same bank.

Sick Leave Bank Administration

A sick leave bank committee shall be established to administer the sick leave bank. The committee shall consist of five (5) individuals; the Chief of Police or his/her designee; one (1) individual appointed by the Village Manager; one (1) individual appointed by the Union of the requesting member; two (2) individuals appointed by the Chief of Police who have contributed sick leave to the sick leave bank in the past, one from each Union Chapter. In the event there are not two (2) individuals who have contributed to the sick leave bank in the past, the Chief of Police will appoint two (2) individuals that are eligible to contribute, one from each Union Chapter.

The committee shall convene within five (5) business days upon receipt of a withdrawal request to consider the request. A quorum of members or their alternates must be present for a meeting to take place. A withdrawal request shall be granted upon majority affirmative vote of all members present at the meeting. The committee shall notify the requestor of the committee's decision within one (1) day after the meeting. If a request is denied, the committee shall inform the requestor as to the reasons for the denial.

Eligibility & Limitations

(1) Catastrophic injury or illness is defined as a non-work-related severe condition or combination of conditions affecting the mental or physical health of an employee that results in the disability of the employee for a continuous period of fourteen (14) days or longer, or that requires intermittent treatment for more than three (3) non-consecutive days. The catastrophic illness or injury must require the continuing services of a physician, psychologist, or psychiatrist.

(2) This sick leave bank is available to those employees who have completely exhausted all sick leave time and who are not receiving temporary disability benefits under workers' compensation.

(3) Employees who have accumulated a minimum of three hundred twenty (320) hours of sick leave after November 11, 1984, in accordance with 12.3 are eligible to donate to the sick leave bank. Eligibility for participation in the bank will discontinue upon termination of employment or death of the employee.

(4) Benefits from the bank are not available retroactively. Once benefits are donated, they are no longer available to the employee, unless the employee is designated to receive benefits under this policy.

(5) Use of benefits from the sick leave bank is considered under the provisions of the Family and Medical Leave Act (FMLA) and any use is included in the twelve weeks of leave provided under this Act, if applicable.

(6) Days remaining in the sick leave bank at the end of a fiscal year will be carried over to the next fiscal year.

Donations

Any employee who wishes to transfer a portion of his/her sick leave must sign a statement indicating the number of days to be transferred. Employees will be given an opportunity to donate accrued sick leave to the bank after a request to withdraw sick leave from the bank has been received by the committee and the committee determines that the requestor meets all the eligibility requirements to participate in the program. All donations shall be voluntary.

(1) The minimum amount of sick leave an employee may contribute is one (1) day. Donations to the bank must be in one (1) day increments. The donating employee must retain a minimum of twelve (12) days of sick leave in their personal account. Once sick leave has been donated to the bank, it cannot be returned to the donating employee.

(2) Donations are to be taken from the employee's non-compensable sick leave balance earned after November 11, 1984, and will be transferred on a ratio of 1/1. No transfer of funds occurs, but the contributing employee's sick leave balance is reduced by the number of days donated.

Withdrawals

(1) An employee or his/her designee must request sick leave from the bank in writing to the committee on a sick leave withdrawal form prescribed by the Village.

(2) Request for sick leave may be used by the catastrophically ill employee for the treatment of his/her ill or the treatment of a catastrophically ill family member (as defined in Section 13.5)

(3) All requests must be accompanied by a physician's statement that includes the beginning date of the catastrophic condition, a description of the illness or injury, and a prognosis for recovery. All requests should also indicate the estimated number of sick leave days required and information related to any pending disability claims.

(4) Requests for withdrawal must be made by the employee or his/her designee no later than five (5) working days after all accrued sick leave time has been exhausted.

(5) No employee may withdraw more than twenty (20) sick leave days in one (1) calendar year. Employees may submit multiple requests per calendar year.

(6) If the recipient returns to work before the received hours have been expended, all unused hours shall be returned to the sick leave bank.

(7) All grants and denials withdrawal requests shall be submitted to the accounting office for processing, with a copy in the requestor's personnel file.

(8) The Police Chief may overturn the decision of the committee where there is demonstrable evidence of a pattern of abuse of sick leave by the recipient which evidence shall be submitted to the committee in writing prior to overturning the decision.

(9) Final decisions of the committee or the Police Chief (if applicable) shall not be subject to the grievance procedure of their agreement.

(10) The parties reserve their rights to reconsider this provision in connection with negotiations related to successor agreements effective May 1, 2006 or thereafter and the terms of this Agreement including the union's waiver in this Agreement of the right to grieve adverse decisions by the committee or the Police Chief shall be without prejudice to their positions on those issues in such negotiations.

APPENDIX D
HOLIDAY PAY COMPUTATION

Example A

Sergeant's scheduled day off, sergeant does not work. Sergeant receives eight (8) hours of holiday pay for a total pay of eight (8) hours.

Example B

Sergeant's scheduled day to work, sergeant actually works eight (8) hour shift. Sergeant receives 8 hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example C

Sergeant's scheduled day to work, sergeant actually works ten (10) hour shift. Sergeant receives eight (8) hours of holiday pay plus twenty (20) hours of pay for hours worked (2 x 10 hours of work). Total pay is twenty-eight (28) hours.

Example D

Sergeant's scheduled day off, sergeant called in to work eight (8) hour shift. Sergeant actually works eight (8) hour shift. Sergeant receives eight (8) hours of holiday pay plus sixteen (16) hours of pay for hours worked (2 x 8 hours of work). Total pay is twenty-four (24) hours.

Example E

Sergeant's scheduled day off, sergeant called in to work eight (8) hour shift. Sergeant actually works twelve (12) -hour shift. Sergeant receives 8 hours of holiday pay plus twenty-four (24) hours of pay for hours worked (2 x 12 hours of work). Total pay is thirty-two (32) hours.

APPENDIX E
BODY WORN CAMERAS
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between METROPOLITAN ALLIANCE OF POLICE, Chapter #622 (Sergeants) and the VILLAGE OF HOMEWOOD and its Police Department (the "Employer or "Village"). The Parties agree:

(1) The Employer has adopted a policy related to the use of officer-worn body worn cameras. The Employer's body worn camera (BWC) policy shall not conflict with the terms of this MOU or the Illinois Officer Worn Body Camera Act (the "Act"), 50 ILCS 706/10 et seq..

(2) After this MOU is signed by authorized representatives of both Parties, the Chief (or designee) will post or distribute the MOU and the BWC Policy to all addition to emailing a copy of the BWC Policy to all covered employees in the manner in which other policies are communicated.

(3) Body Worn Camera footage may be used in performance reviews and other supervisory responsibilities but is not intended to replace the review of officer performance in the field. Employer's review of covered employees BWC video shall not be conducted for discriminatory, retaliatory, arbitrary and capricious or illegal reasons.

(4) Unless expressly prohibited by law, the recording officer shall have reasonable access and shall be permitted to review his or her recordings prior to completing incident reports or other documentation, provided that any such review is disclosed to the supervisor and documented in the report or documentation.

(5) An officer who is subject to a Formal Investigation related to his own use of force or his own conduct shall have the right to review their own BWC footage following any "interrogation" as defined under the Uniform Peace Officer Disciplinary Act 50 ILCS 725/1 et seq. but prior to the imposition of disciplinary action arising out of the Formal Investigation. Provided, however, this review by the officer shall not occur unless (a) a member of management is present at the time of the viewing, ad (b) any written statement provided by the officer will reflect the fact that the officer reviewed the video on a given date/time before the statement was made.

(6) Nothing in this Agreement or the Village's BWC policy is construed as a waiver of an officer's ability to claim that a portion of the recording contains a communication protected by a legally privileged relationship (e.g. spouse, attorney, labor representative, minister, etc.). Unless forbidden by law, an officer may turn off their BWC to engage in privileged communication for a reasonable period of time (after notifying the supervisor this exception applies) not to exceed 3 minutes. A privileged communication does not include a conversation with another officer or supervisor while still actively engaged in a call for service, investigation, community care taking function and/or law enforcement encounters or activities.

(7) In the event of a breach of this MOU by either Party, the issue may be raised pursuant to the Grievance Procured in Article VI of the parties collective bargaining agreement and/or the applicable laws.

(8) In the event of a conflict between an express provision of this Agreement and applicable law, the law will govern. In the event this Agreement conflicts with a change in law, either party may request bargaining pursuant to the CBA and IPLRA.

(9) The Village agrees to provide employees with training related to the BWC Policy and this MOU at the Village's expense during working hours.

(10) The Parties agree that the terms of this MOU satisfy any mandatory obligation to bargain the terms or effects of this MOU. There is nothing in this MOU that is construed as a waiver of the Village's rights to change or amend any terms of the BWC Policy that are not mandatory subject of bargaining.

(11) The parties agree that BWC technology will be equipped with a minimum of 30-second buffer period (but not beyond 2 minutes), with exceptions as required by law. The buffer period will record video only, not audio.

(12) Body worn cameras may be activated remotely or "live streamed" only if the Village has a good faith reason to do so for a legitimate safety and/or law enforcement reason. If an officer's body worn camera is remotely activated, the Village will make a good faith effort to notify the affected officer within a reasonable period of time thereafter if time is of the essence due to the circumstances involved.

(13) Should any section or clause of this Agreement be declared illegal or invalid by a court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, all other provisions of this Agreement shall remain in full force and effect.

VILLAGE OF HOMEWOOD

Napoleon Haney
Village Manager

Denise McGrath
Chief of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

METROPOLITAN ALLIANCE OF POLICE HOMEWOOD CHAPTER 621

Steven Brandenburger – President
Metropolitan Alliance of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

APPENDIX F
12 HOUR SHIFT
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA") is entered into by and between the Village of Homewood and its Police Department (collectively referred to as the "Village") and the Metropolitan Alliance of Police, Chapter 622, Sergeants Unit (referred to as the "Union"). The Village and the Union are collectively referred to as the "Parties". The Parties agree:

1. **Background Information**:

   a. Except as provided below, the terms of the 2025-2028 collective bargaining agreement between the Parties ("CBA") will remain in full force and effect.

   b. The Parties agree and acknowledge that the terms of this MOA and the effects of the MOA were agreed to by the Parties following good faith bargaining and negotiations to the extent required by law.

   c. Unless otherwise expressly referenced in the CBA or this MOA, a "day" means an eight (8) hour period of time.

2. **Twelve (12) hour Normal Shift**: The normal shifts, workdays and hours to which Sergeants are assigned shall be construed as a twelve (12) hour period of time.

3. **Normal Shift Hours**: The normal working hours are 6 AM until 6 PM (day shift) and 6 PM-6 AM (night shift), subject to the remaining terms of the CBA as modified by this MOA.

4. **Regular Day Off Patterns:** While this MOA is in effect, there are two groups of regular day off patterns that will rotate and repeat in two-week intervals consistent with the applicable two-week pay period. They are:

   (a) Two On/Two Off/Three On/Two Off/Two On/Three Off,

   OR

   (b) Two Off/Two On/Three Off/Two On/Two Off/Three On.

5. **Short Day:** The regular day off shift patterns referenced in Paragraph 3 above equate to eighty-four (84) hours of working time during each full two (2) week pay period. To account for the extra four (4) hours in each two-week pay period, each Sergeant will be scheduled for one "short day" of eight (8) hours instead of a normal twelve (12) hour shift bringing the time scheduled each pay period to eighty (8) hours per workweek.

6. **Overtime Pay**: For purposes of Section 5.5 Overtime Pay, overtime pay is triggered after 12-hours in a day when scheduled to work a normal 12-hour day and after 8 hours when scheduled to work a normal 8-hour day (short day).

7. **Training Time**: The Parties recognize that there will be certain pay periods throughout the year in which Sergeants will be assigned to attend in-service training program(s) on the Sergeant's regular day off, lasting eight (8) hours in a given day. When this occurs, the Sergeant's normally scheduled day off (12-hour shift) will be changed during the same pay period to ensure the total hours available to that Sergeant during the pay period remains at eighty (80) hours. [*See* Appendix G of the CBA for "Overtime Call-Out Procedures" when this applies.]

8. **Compensatory Time Use**: No covered officer will be scheduled to use compensatory time under circumstances that will cause any shift to go below minimum staffing standards established by the Village.

9. **Holiday Pay and Work Requirements**: For purposes of Section 8.2 of the CBA), Holiday Pay shall continue to be computed based on eight (8) hours' pay for each designated holiday regardless of whether the bargaining unit member actually works the holiday. As also provided in Section 8.2 "time worked" on a designated holiday listed shall be compensated at two (2) times the Sergeant's regular rate of pay.

10. **Comp Time Use on Holiday**: Covered Sergeants who are scheduled to work a twelve (12) hour shift on a holiday referenced in Section 9.1 may use up to three (3) hours of compensatory time, as provided for in Section 5.6 of the CBA, to complete their regular work shift hours. Covered Sergeants who are scheduled to work an eight (8) hour shift on a holiday may use up to two (2) hours of compensatory time, as provided in Section 5.6 of the CBA to complete their regular work shift hours.

11. **Vacation Selection**: As used in Section 10.3 of CBA, a Sergeant's "vacation selection" may be requested in one-week increments, defined as the seven (7) day period beginning on Monday and ending on Sunday.

12. **Sick Leave:** As used in Section 12.3 of the CBA, Sergeants shall accrue eight (8) hours of paid sick leave for each full month of service, and the prior accrual schedule is no longer applicable. When using earned Sick Leave time, the Sergeant will be charged for the actual number of hours used in a given day. For example, an 8-hour day of sick time will involve the use of eight (8) hours of paid sick leave time whereas a 12-hour day of sick time will involve the use of twelve (12) hours of paid sick time.

13. **Field Training Officer Compensation** (Section 6.12) – Any Sergeant who is assigned to perform the regular duties of a Field Training Officer (FTO) shall receive a total premium payment of the officers overtime hourly rate for the performance of such work:

    At least 2 hours but less than 4 hours = one half (.50) hour
    At least 4 hours but less than 8 hours = One (1) hour
    At least 8 hours up to 12 hours = One and one half (1.5) hour

    There is no premium payment for less than 2 hours. The premium payment is based on scheduled hours, not hours that are a result of a late arrest or late call.

14. **Light Duty**: As used in Section 13.8 of the CBA, the normal work schedule for officers assigned to temporary light duty work assignments after sustaining a work-related injury or illness, shall be assigned by evaluating the following criteria;

    - An officer's current schedule and assignment;
    - Projected release to full-duty assignment; and,
    - Departmental needs

    Sergeants who are normally scheduled to work a 12-hour shift may remain on their current 12-hour normal work day or they may be assigned to a normal work day lasting eight hours per day, Monday through Friday (with weekends and designated holidays scheduled as regular days off) at the choice of the bargaining unit member. In general, when assigned to a light duty work assignment pursuant to this Paragraph on the basis of an eight (8) hour scheduled day, the Sergeant's regular workday will be between the hours of 7 AM and 10 PM.

15. **Day Off Switches and Work Time Exchange:** Subject to the remaining terms of the CBA as modified by this MOA, Sergeants may make the following shift switches during each calendar year: (a) up to six (6) single-day off switches per calendar year, and (b) up to sixty (60) hours of work exchange time.

    These day off switches (and/or work time exchanges) cannot cause the Village to incur or have a need to schedule overtime and all switches must be completed in the same pay period. If a Sergeant fails to work as scheduled (including switched/exchanged work days), this is just cause for disciplinary action like any other absence from work. No day off switch (and/or work time exchange) is in place unless approved in advance by the Deputy Chief of Operations or authorized designee. Unused day off Switches may not be carried over into subsequent calendar years.

16. **Management Rights** – Nothing in this MOA limits or restricts the Village's right under the CBA, including without limitations its management right to schedule work and return to a regular work shift of eight (8) hours (or an alternate shift). As in the past, the Village retains its right to change the work schedule of its covered employees to return to the eight (8) hour schedule (and prior related terms of the CBA) where, for example, the Village determines that such change is necessary for the proper operation of the Department. Stated further, the Village remains free to change the 12 hour shift schedule at any time and for any business reason notwithstanding the remaining provisions of this MOA.

17. **Notice of Change** – If the Village determines that it has a business need to change the normal patrol division schedule from the "12 hour shift schedule" to any other variation of a normal work schedule, including the "4-2 schedule", the Village agrees to provide the Union adequate notice as required by the remaining provisions of the CBA that were in effect as of the time of execution of this MOA.

18. **Application** – This MOA will be construed as if it was mutually drafted by both Parties and any ambiguity will not be construed in favor or against either party as the original drafter. This MOA may be changed only by written instrument signed by authorized

representatives of both parties and ratified by the Union membership and the authorized representatives of the Village Board.

19. **Good Faith Bargaining**: The Parties agree and represent that they have been given adequate time to review and consider these terms, and the results of the MOA were the product of good faith bargaining by both Parties. Additionally, both parties represent and agree that their respective promises in the MOA are supported by adequate consideration. Finally, the terms of this MOA were freely and voluntarily entered by the individuals who sign below, and those individuals are duly authorized to act on behalf of the respective members.

Agreed this 2nd day of July 2025.

VILLAGE OF HOMEWOOD

Napoleon Haney
Village Manager

Denise McGrath
Chief of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief of Police

METROPOLITAN ALLIANCE OF POLICE HOMEWOOD CHAPTER 621

Steven Brandenburger – President
Metropolitan Alliance of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

APPENDIX G
OVERTIME CALL OUT PROCEDURE – SERGEANTS (MAP 622)

Part 1: Utilizing Training Sergeant for Coverage:

- Training sergeant coverage
    - The training sergeants will also be used to cover minimum shift numbers during the course of their regular scheduled shift
    - The training sergeants can have their shift moved to a regular patrol group schedule if it is determined that long term coverage is needed on a particular shift
    - The training sergeants can be utilized to cover open sergeant overtime that exists before or after their regularly scheduled shift
    - The training sergeants cannot be forced to work an open shift before or after their shift if they have already worked the opposite end open shift for overtime.
    - You will utilize part two of this section to cover any overtime that is not covered by a training sergeant
    - Training sergeant will not be utilized for street coverage on days where they are the training instructors for in house training

Part 2: No Training Sergeant Utilized in Coverage:

- Shift will be covered by an AWC if one is working on the shift and it does not create patrol overtime.
- If AWC is not working or able to cover it:
    - The shift will be offered to the RDO eligible sergeant for either the full 12 hours, 8 hours (6-2 or 10-6) or 6 hours (6-12 or 12-6).
    - All Call will go out for sergeants to work either the full 12 hours, 8 hours (6-2 or 10-6), or 6 hours (6-12 or 12-6).
- If shift is not covered by RDO sergeant or by the All Call and an AWC is working:
    - An open patrol shift will be offered for voluntary overtime and will follow the voluntary patrol overtime procedures except that the middle 4 hours has to be covered by patrol as provided in their procedure.
        - If the middle 4 hours is not covered by patrol, then no patrol overtime will be used at all, and the outgoing and incoming sergeant will be forced to cover the shift by splitting it into 6 hour shifts for overtime.
- If shift is not covered by RDO sergeant, an all call, or voluntary patrol overtime:
    - The shift will split into 6 hour shifts and the incoming and outgoing sergeant will be forced to cover these shifts
    - A shift that was split and partially covered by the RDO sergeant or by an all call will have the remaining hours covered by the incoming or outgoing sergeant that is connected to the open hours not to exceed 6 hours
- Force Exceptions
    - A sergeant that worked overtime on the front half or back half of their shift cannot be forced to fill the opposite end of overtime.
- Overtime caused by a sergeant's short day

- The sergeant that is on their short day will be the first eligible officer to volunteer for the 4 hours of overtime
- If the short day sergeant doesn't want the shift, the shift will go to the regular overtime process for coverage.

APPENDIX H
FAMILY AND MEDICAL LEAVE

Adopted by Resolution No. R-1453 – October 12, 1993

27.101 - Eligible employees shall be granted time off as required by the Family and Medical Leave Act (FMLA). The twelve (12) month period for the purpose of determining remaining FMLA leave balance shall be a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave.

27.102 - Employee requests for FMLA leave shall be made at least thirty (30) days in advance if the need for leave is foreseeable. If the need is unforeseeable, the employee shall provide such notice as is practicable. Employee requests shall provide sufficient facts demonstrating that the leave qualifies under the FMLA. A medical certification shall be required for family or personal medical leave. Requests for FMLA leave shall be forwarded to the Village Manager for approval.

27.103 - Employees requesting FMLA leave will be referred to the Accounting Department for information on their rights and responsibilities under the FMLA. Health insurance premiums for which the employee is responsible for paying shall be paid by the employee to the Village no later than the 15th day of the month prior to the month's coverage for which the premium is being paid. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for personal medical, or family medical reasons shall first use any accrued sick leave which the employee has available. An employee requesting FMLA leave for childbirth or child placement reasons may, at his/her option, use accrued sick leave. Vacation leave may be used, at the employee's option, for any type of FMLA leave. If an employee uses paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against an employee's 12-week FMLA leave entitlement. If an employee has insufficient accrued leave available, the FMLA leave period for which leave isn't available shall be unpaid. During an unpaid FMLA leave, the employee shall not accrue vacation leave, sick leave, or seniority and shall not be entitled to any benefits other than health insurance coverage.

27.104 - Employees desiring to return to work following a personal medical leave may be required to furnish a fitness for duty certification from their health care providers. Such certification must be provided prior to the employee's return to work and shall be forwarded to the Village Manager for approval of the employee's return to work.

27.105 - Nothing in this policy expands the Village's or an employee's rights and duties under the FMLA, except as specifically provided in this policy.

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Collective Bargaining Agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees Council 31, Local 2891

PURPOSE

After a short and successful period of negotiations, the Village of Homewood and the American Federation of State, County, and Municipal Employees (AFSCME) have reached an agreement. The Village was notified that the union received sufficient votes to ratify the agreement; now the Village Board can approve the agreement.

PROCESS

AFSCME Local 2891 represents members of the Public Works Department, and previously operated under a four-year collective bargaining agreement (CBA) that expired on April 30, 2025. Four (4) negotiation sessions were held with the union to reach a new agreement.

OUTCOME

Highlighted items

- **Contract Term:** This contract will be in effect for three years.
- **Normal Workweek and Workday, Rest Periods, and Meal Periods:** The previous Memo of Understanding (MOU) was incorporated into the CBA, clarifying previously agreed items.
- **Emergency Vacation:** If an employee needs to take a vacation day for an emergency—such as a sudden illness affecting themselves or a family member—they should let the Village know as soon as possible. As long as the employee has vacation time available and no remaining sick time, the day off will usually be approved unless it would seriously disrupt Village operations. The Village will make every effort to honor these types of requests.
- **Work Rules:** When the Village institutes or modifies any new work rules, the union will now be given 10 days advanced noticed instead five (5) days.
- **Overtime Procedure:** The Village can now assign missed overtime by the next pay period of the infraction, instead of within 60 days of the infraction. Missed overtime assignments must take place between Monday and Friday**.**

- **Vacation Accrual Adjustments:** An enhanced tiered schedule includes up to 240 hours after 15 years of service and new hires accrue additional vacation hours after a year of hire.
- **Overtime Callbacks:** The rest bank is increased from 18 hours to 28 hours.
- **Uniform Issuance:** Outerwear will now be considered part of a uniform.

- **Longevity Pay:** Updated to -
  - 6–10 years: $800
  - 10–15 years: $1,100
  - 15–19 years: $1,500
  - Over 19 years: $2,000

- **Cost-of-Living Adjustment (COLA):**

Contract Year	Year 1	Year 2	Year 3
Fiscal Year	*5/1/2025 to 4/30/2026*	*5/1/2026 to 4/30/2027*	*5/1/2027 to 4/30/2028*
	3.50%	**3.50%**	**4.00%**

It is customary for the Village to present cost-of-living (COLA) adjustments for non-union employees to the Village Board for approval at the same time as those for union-represented employees. The approved COLA increases for the 44 non-union staff will align with those negotiated by the 23 members of the Public Works union (AFSCME) and the 41 members of the Police unions (MAP). All COLA adjustments will be retroactive to May 1, 2025, and employees eligible for retroactive pay can expect to receive those payments in August or September.

FINANCIAL IMPACT

Budgeted Amount: N/A

LEGAL REVIEW

Completed by Village's Labor Attorney

RECOMMENDED BOARD ACTION

Approve a three-year collective bargaining agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees (AFSCME) Council 31, Local 2891, retroactive to May 1, 2025, and extending through April 30, 2028; and, approve a corresponding cost-of-living adjustment (COLA) for non-union employees.

ATTACHMENT(S)

AFSCME Local 2891 Contract

Collective Bargaining Agreement

Between

The Village of Homewood

And

The American Federation of State, County, and Municipal Employees, AFL-CIO, Council 31, Local 2891

2025-2028

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOMEWOOD (hereinafter referred to as the "Village" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31, on behalf and with LOCAL 2891 (Hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I - RECOGNITION

Section 1.1 Union Recognized The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-71. That case established the bargaining unit as follows:

Included: All employees in the Village of Homewood Department of Public Works, with the following job titles: Utility Service Technician, Mechanic, Maintenance Worker, Building Maintenance Engineer, and Crew Leader.

Excluded: Any employee with the job title "Chief Mechanic," all Managerial, Supervisory and Confidential employees, Peace Officers and Firemen as defined by the Illinois Public Relations Act, and all other employees of the Village of Homewood, Illinois.

Section 1.2 Classifications Not Guaranteed The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. In the event the Village plans to eliminate or make permanent changes to the classifications or job titles, the Village would notify the Union and seek the Union's input.

Section 1.3 New Classifications The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classifications shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whole functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the

Employer's notice, the parties will then meet to review the proposed classification and if unable agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois Public Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XIX**,** No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations, management may institute its rate and the Union may file a grievance at the last step of the grievance procedure within ten (10) days of notification of management's decision. Management's rate shall not be changed at this step unless it is clearly unreasonable.

Section 1.4 Gender Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5 Temporary Employees The Village of Homewood Department of Public Works may hire, as needed, seasonal, part-time, or temporary employees to assist in the duties of employees with job titles recognized in Section 1.1 of this Agreement for a period of twelve (12) cumulative months during a rolling calendar period of sixteen (16) consecutive months. When such an employee has worked twelve (12) cumulative months, the Village shall evaluate whether the employee can and should be hired as a full-time bargaining unit employee. Use of these employees shall not cause the layoff of a bargaining unit employee. If a vacant position does not exist, the Village shall decide whether to create a new position and hire the employee after complying with Section 10.7 of this Agreement. If the Village determines that the employee shall not be hired as a full-time bargaining unit employee, the employee shall be terminated.

ARTICLE II – UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly union dues for each employee in the bargaining unit for whom there is a written notice consistent with Public Act 101-620. The authorization shall remain in effect until revoked by the employee in writing consistent with Public Act 101-620. Payment shall be made by check or by electronic funds transfer. A copy of the current card is provided in Appendix A.

This deduction will include a list of the deductions for each employee in the bargaining unit for whom there is a written notice of authorization consistent with Public Act 101-620.The authorization shall remain in effect until revoked by the employee in writing consistent with Public Act 101-620. The dues deducted from employees shall be remitted to the Chapter by the Employer within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names, amounts, employee ID numbers, and other information consistent with Public Act 101-620. This must include name, address, job title, worksite location, work telephone numbers, identification number, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer consistent with Public Act 101-620.

The actual dues amount deducted, as determined by the Union, shall be uniform in r each employee in order to ease the Employer burden of administering this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees twice each contract year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

The Village will deduct the monthly union P.E.O.P.L.E. fee for each union member who by a signed separate check off authorization form (Appendix A-1) requests participation in P.E.O.P.L.E. A union member who desires to revoke P.E.O.P.L.E. check off may do so at any time.

Dues and P.E.O.P.L.E. amounts so deducted shall be forwarded by the Village within twenty (20) calendar days of the deduction to Council 31, AFSCME, together with a list of names and amounts for whom deductions have been made as referenced above.

Section 2.2 Union Indemnification The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.3 Union Access One Union representative, and his or her successor(s) as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

Nothing in this section prevents the Union from conducting worksite meetings or grievance processing consistent with Public Act 101-620. The Union will provide advanced notice to the Village as outlined above and in line with current practice.

In addition, consistent with Public Act 101-620, the Village shall provide the Union access to the Village mailboxes, where available, to communicate with bargaining unit employees.

Section 2.4 Union Use of Bulletin Boards The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin

boards where bargaining unit employees normally work. The Union will limit the posting of Unio to such bulletin boards.

Section 2.5 Union Orientation The Local Union President or designee shall be allowed up to one (1) hour during work time without loss of pay to discuss the benefits of union matters with all new bargaining unit employees consistent with Public Act 101-620. This meeting shall take place within the first week of employment with the Village.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1 Management Rights Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV - SUBCONTRACTING

Section 4.1 General Policy It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment.

Section 4.2 Notice and Discussion Except where an emergency situation exists, before the Village changes its policy involving the overall subcontracting of work in a general area where such policy change will result in the loss of a bargaining unit position, the Village *will* notify the Union of the subcontracting decision ten (10) days prior to the subcontracting of the work and inform the Union of the cost of the work, and allow the Union an opportunity to discuss the Village's decision and its effect on bargaining unit employees.

ARTICLE V - HOURS OF WORK

Section 5.1 Application of this Article This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. Actual travel time of more than twenty (20) minutes in each direction to or from home shall in no instance be included as work time or be compensated.

Section 5.2 Normal Workweek and Workday The normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of forty (40) hours of scheduled time spent at work which is comprised of five (5), eight (8) hour workdays in a calendar week. Each eight (8) hour normal workday includes the fifteen (15) minute paid break period taken in the first half of the shift (see Article VI) and the thirty (30) minute paid break period during each shift (see Section 7.1).

Section 5.3 Changes in Normal Workweek and Workday The normal shifts, workdays, and hours which employees are assigned shall be posted on department bulletin boards. The failure to post shall not constitute an excuse for failure to work. Except where an emergency situation exists, before the Village implements a change in the normal daily or weekly work schedules, the Village will notify the Union of the decision ten (10) days prior to implementation thereof and will allow the Union an opportunity to discuss the Village's decision and its effect on bargaining unit employees.

Section 5.4 Time Clocks The Village may continue its use of time clocks for bargaining unit employees. The Village may institute reasonable rules and regulations pertaining to such time clocks as well as the right to discipline for failure to comply with reasonable time clock requirements. Any employee failing to properly clock in or out at the beginning of a shift or a call-back, or at the end of a shift or overtime period, if required by the Employer, will be subject to discipline. Any employee failing to comply with applicable rules and regulations pertaining to the taking of meal periods will also be specifically subject to discipline.

ARTICLE VI - REST PERIODS

All employees' normal work schedules shall provide for a fifteen (15) minute rest period during the first half of their shift. This rest period will last for fifteen (15) minutes beginning at the end of the second hour of the work shift. The rest period must be taken at this time except that on occasion the Public Works Director or their designee may change the designated rest period as the job demands. The fifteen (15) minute rest period shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods. This paid 15-minute rest period is included in the "normal workday" defined in Section 5.2.

Employees who for any reason work beyond their regular quitting time shall be granted re periods at the end of the fourth hour of their next work shift, as stated above.

ARTICLE VII - MEAL PERIODS

Section 7.1 Lunch Periods All employees shall be granted a paid thirty (30) minute lunch period during each work shift. This lunch period shall begin at the end of the fourth hour of the work shift, except that the Director of Public Works or their designee may grant a different lunch period as operational needs require or upon request of an employee for good cause shown.

Section 7.2 Meal Periods

(a) The Employer shall provide a paid thirty (30) minute meal period to any employee who is requested to, and does, work more than two (2) hours beyond his regular quitting time. If an employee is requested to, and does, work more than two (2) hours beyond his regular quitting time, he shall be furnished additional paid meal periods of thirty (30) minutes each every eight (8) hours thereafter while he continues to work.

The Employer shall provide one meal period to any employee who is requested to, and does, begin work more than two (2) hours prior to his regular starting time and who works continuously through past his regular starting time. The Employer will continue to buy such meals where it has regularly and continuously done so in the past.

(b) The Employer shall provide a paid thirty (30) minute meal period to any employee who is requested to, and does, work more than four (4) hours either on a holiday or on the sixth or seventh day of his workweek. Where the work on a holiday or an employee's sixth or seventh day was previously scheduled, the Employer shall not buy meals as provided for in the previous paragraph.

ARTICLE VIII - CLEAN-UP TIME

Employees shall be granted a paid ten (10) minute personal clean-up period prior to the end of each eight (8) hour work shift.

ARTICLE IX - HOLIDAYS

Section 9.1 Holidays The following are paid holidays for eligible employees:

New Year's Day

Martin Luther King Jr. Birthday

Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Eve
Christmas Day

1 Floating Holiday (Section 9.6)

Section 9.2 Holidays on Weekends Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 9.3 Holiday Pay For each holiday, an eligible employee shall receive eight (8) hours' pay at his regular straight-time hourly rate. For holidays on which an eligible employee in fact works, the employee shall receive eight (8) hours' pay at his regular straight-time hourly rate plus double-time for all hours actually worked; provided, however, that where an actual holiday falls on a Saturday and the employee works on both the actual holiday (Saturday) and the day of observance (Friday), the employee shall be paid as follows: double-time for all hours actually worked on one of the days and time and one-half for all hours actually worked on the other day. The employee shall designate which day will be paid at the double-time rate and which day will be paid at the time and one-half rate. There will be no compensatory time off granted in lieu of pay for time worked on a holiday.

Section 9.4 Eligibility Requirements In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless he or she is on a legitimate paid leave. This section shall not be construed to make employees on layoff eligible for holiday pay.

Section 9.5 Holiday Hours for Over time Purposes For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

Section 9.6 Floating Holiday The floating holiday may be taken at any time during the year upon prior authorization of the Director of Public Works or his designee(s).

ARTICLE X - SENIORITY

Section 10.1 Definitions Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service with the Village since the employee's last date of hire.

Section 10.2 Application of Seniority In the application of seniority to promotions from one bargaining unit position to another, filling ofpermanent openings in classifications within the bargaining unit, layoff, and recall of bargaining unit employees, seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work without further training is equal between two or more employees. When determining the application of seniority, the Village's decision concerning skill and ability shall be made in good faith and its actions shall not be arbitrary or capricious.

Section 10.3 Termination of Seniority Seniority and the employment relationship may, at the Village's discretion, be terminated when an employee:

(a) quits; or

(b) retires or is retired; or

(c) is laid off for a period in excess of two (2) years; or

(d) is discharged for just cause.

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

(1) is absent for three (3) consecutive working days without notifying the Village; or

(2) is laid off and fails to notify the superintendent of his intention to return within three days after receiving notice of recall or who fails to return at the designated time; or

(3) does not work within forty-eight (48) hours after the termination of an authorized leave of absence.

An employee losing his or her seniority shall, if requested upon reemployment, be granted all previously earned seniority.

Section 10.4 Probationary Period - New Employees All new employees shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period for six (6) additional months at its discretion. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

Section 10.5 Probationary Period - Promoted Employees A probationary period of ninety (90) days shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another bargaining unit position covered by this Agreement. If an employee promoted from one bargaining unit position to another fails to satisfactorily complete the probationary period in the promoted-to position because of inability to perform the duties and responsibilities of the new promoted position, the Village will place the employee in his previous position.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period an employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 10.6 Seniority List The Village shall maintain and keep current a seniority roster nothing the date of hire and current position by job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six (6) months by the Employer. The Union shall, upon request, be provided a copy of each roster which is so posted.

Section 10.7 Transfers and New Job Openings Employees desiring to transfer to other jobs within the bargaining unit shall submit an application in writing to their immediate supervisor. All bargaining unit jobs will be posted for a period of five (5) working days before being filled. If a job is filled without posting, the filling shall not be permanent.

Section 10.8 Layoff and Recall The Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

(a) temporary and seasonal employees within the Department of Public Works;

(b) probationary employees in their original probationary period; and

(c) in the event of further reductions in force, employees will be laid off from their affected job classification and Division in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees will be recalled in reverse order of their layoff, provided they are minimally qualified to perform the work in the job classification and division to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and are willing to be recalled to said classification and are available to perform immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Director of Public Works or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 10.9 Job Security The Village agrees that, for the term of the Agreement, it will not lay off any bargaining unit employee as a result of hiring any Welfare to Work participants. The parties agree to comply with all state and federal laws regarding Welfare to Work participants.

ARTICLE XI - SICK LEAVE

Section 11.1 Purpose Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized, visiting their doctor or caring for a sick member of the immediate family.

Sick leave is to be used exclusively for the purposes specifically set forth in this Article or in such other provisions of this Agreement that specifically provide for the taking of sick leave. Any other use of sick leave by an employee constitutes sick leave abuse and is subject to discipline. The parties agree that sick leave abuse is a very serious offense.

Section 11.2 Allowance If an employee contracts or incurs any non-service connected sickness or disability, or if such sickness or disability occurs involving an individual living with the employee in the employee's immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse or step-parents), the employee shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section 11.3 Days Earned in Accumulation Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 11.4 Notification Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 11.5 Medical Examination The Village may where there is reason to suspect abuse, require an employee to submit to an examination by a doctor designated by the Village, at the Village's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. If it is a family member who is sick, the Employer may require a doctor's certification of the illness. When an employee is absent for three (3) or more consecutive workdays due to an illness of himself or a family member, the employee must furnish a physician's verification of the illness. Such verification shall be provided upon the employee's return to work. Verifications required by this section shall be provided on a form prescribed by the Village.

Section 11.6 Sick Leave Utilization and Buy-Back

(a) Sick leave shall be charged in one-hour increments. Any employee discharged for just cause forfeits all accrued sick leave benefits.

(b) An employee who is eligible and elected to retire may use up to 320 sick leave hours earned from and after May 1, 1991 upon his or her retirement to effect an early retirement. An employee desiring to

use sick leave for this purpose must notify the Village in writing of his or her retirement at least t days in advance of the date he or she desires to begin using sick leave for this purpose. An employee who uses sick leave in this manner shall remain in an active employment status. All sick leave used from and after May 1, 1991 shall first be deducted from hours earned from and after May 1, 1991. For purposes of this subsection (11.6 (b)), retirement shall occur when an employee separates from employment and is eligible to receive a pension as a result of his or her employment with the Village. This benefit will not be applicable to employees hired after May 1, 2016.

Section 11.7 Paid Time Off Benefit Committee No later than May 1, 2012 a committee of representatives from management and the union shall be established to conduct meetings for the purpose of determining the feasibility of implementing a Paid Time Off benefit. Meetings shall be scheduled on dates and times mutually agreed to by both parties. Each party may appoint up to five (5) individuals to service on the committee. Should the committee determine that a Paid Time Off benefit is feasible, implementation of said benefit shall not occur unless mutually agreed to by both parties.

ARTICLE XII - LEAVE OF ABSENCE

Section 12.1 Discretionary Leaves The Village may grant a leave of absence under this Article except for illness, injury or pregnancy, but including an educational leave, to any bargaining unit employee for good sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 12.2 Application for Leave Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 12.3 Military Leave Military leave shall be granted in accordance with applicable law.

Section 12.4 Jury Leave Employees covered by this Agreement who are required to serve on a jury shall be compensated by the Village at their regular .rate of pay for each hour spent on jury duty up to eight (8) hours per day.

Section 12.5 Funeral Leave In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, brothers, sisters, grandparents, parents-in-law and step-parents) an employee shall be granted up to three (3) consecutive workdays as funeral leave if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Director of Public Works or his designee, be taken if charged to the employee's sick leave accrual account.

In the event of a death in the employee's extended family (defined as the employee's or his spouse's aunts, uncles, nephews, nieces, grandchildren, divorced spouse and cousins within the third degree of consanguinity, and the employee's spouse's grandparents, brothers, and sisters), the employee may take a maximum of three (3) workdays' funeral leave if the employee attends the funeral, which

days shall be charged against the employee's accrued sick leave account if the employee the funeral, which days shall be charged against the employee's accrued sick leave account if the employee has that many days in the employee's account.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family and the employee's attendance at the funeral if so requested by the Village. The employee may have the right to request additional, unpaid leave to a maximum of five (5) consecutive days, subject to the Village's right to refuse such leave.

Section 12.6 Leave for Illness, Injury or Pregnancy

(a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation) or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall accrue.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Director of Public Works or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval.

(c) Before returning from leave of absence for injury, illness, pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned.

Section 12.7 Benefits while on Leave

a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than six (6) months, upon return the Village will place the employee in his or her previous job if the job is vacant; if the leave of absence is for six (6) months or more the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
c) During the approved leave of absence or layoff under this Agreement the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided that the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premiums previously paid by the Village. If, however, the Village adopts a policy or schedule providing for co-payment by the Village of insurance premiums for Village employees who are on temporary leave of absence and/or on layoff, bargaining unit employees shall be eligible for such co- payments on the same terms and subject to the same conditions pursuant to the terms of said policy or schedule.

Section 12.8 Non-Employment Elsewhere A leave of absence will not be granted to en employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by The Village.

Section 12.9 Union Leave The President of the local union or his designee will be given unpaid time off, not to exceed a total of two (2) days per year, to attend union meetings when prior notice is given to the Village and when the granting of such leave will not cause operational problems.

Section 12.10 Family And Medical Leave Employees shall be covered by the then- applicable version of the Family and Medical Leave Policy.

ARTICLE XIII - VACATIONS

Section 13.1 Eligibility and Allowances Every employee shall be eligible for paid vacation time after the completion of their probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually, based on the following schedule:

Year	Hours	Weeks
1	80	2
2	88	2.2
3	104	2.6
4	112	2.8
5	120	3
6	136	3.4
7	144	3.6
8	152	3.8
9	160	4
10	168	4.2
11	176	4.4
12	184	4.6
13	192	4.8
14	200	5
15	240	6
16	240	6
17	240	6
18	240	6
19	240	6
20	240	6

Employees shall earn vacation allowances for any month in which they receive compensation for more than ninety (90) hours of work. An employee's accumulated vacation leave may be used in hourly increments upon prior permission of the Director of Public Works or his designee where Village services will not be unduly interrupted.

Employees shall receive their annual vacation leave allowances in advance on their anniversary date of employment. If an employee separates from employment before completing the year for which he has received a vacation leave accrual, his vacation leave accrual shall be reduced by one twelfth (1/12) for each month or portion of a month not worked. In the event such reduction results in a negative vacation leave balance, the difference will be deducted from the employee's final paycheck. If an employee on a forty (40) hour workweek is compensated for less than one hundred twenty (120) hours of work in a month, his vacation leave accrual shall be reduced by one twelfth (1112th).

Section 13.2 Vacation Pay The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees may request their vacation pay no later than three (3) days prior to the start of a vacation period exceeding five days.

Section 13.3 Scheduling and Accrual Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. During the first ten days of each calendar year, the Employer will post a vacation schedule indicating those times when employees will be able to select vacation preference. During this ten (10) day period of time, employees will be granted their vacation preference based upon their seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis. Employees will be required to take vacation days within two (2) years from the date they are accrued.

Section 13.4 Emergencies Where a vacation day is needed for emergency reasons, such as unexpected employee and/or family illness, the employee will notify the Village soon as possible of such need. Unless the Village concludes it will cause an undue hardship to the business operations (due to other absences/business need, etc.), the employee will be given the requested day(s) off as a vacation day(s) provided the employee has the requisite number of approved vacation day(s) available and the employee has no earned sick time remaining. The Village will not unreasonably deny requests to use vacation for this purpose.

Section 13.5 Holiday During Vacation Period If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the length of such holiday.' The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Public Works Director or his designee.

Section 13.6 Work During Vacation Period Any employee who works during a previously scheduled and approved vacation, after first informing the person assigning him the work that it *is* his vacation period, shall be paid as follows:

a) for hours worked during the employee's regular workweek, at the rate of one and one-half (1-1/2) times his regular rate of pay. Such vacation hours worked shall be rescheduled as vacation time.

b) for hours worked during the sixth (6th) day of the employee's regular workweek at the rate of two (2) times his regular rate of pay.

c) for hours worked during the seventh (7th) day of the employee's regular workweek at the rate of two and one-half (2-1/2) times his regular rate of pay.

An employee shall be eligible for the rates described in provisions (b) and (c) above only if he is on a previously scheduled and approved full vacation day on his first regular work day that either immediately precedes or immediately follows the day on which he performs the work in question. Compensation for all work performed on holidays shall be governed exclusively by Article IX.

Section 13.7 Vacation Rights in Case of Layoff or Separation Any employee who is laid off, retired or who involuntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated but not used at the time of separation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE XIV - WAGES

Section 14.1 Wage Schedule Employees shall be compensated at a minimum in accordance with the wage schedules attached to this Agreement and marked "Appendix B." The attached wage schedules shall be considered a part of this Agreement.

Section 14.2 Longevity Pay Effective May 1, 2025 all employees shall receive longevity pay, in addition to the rate set forth in "Appendix B," according to the following schedule:

Length of Continuous Service	Annual Payment
At least 6 years, but less than 10 years	$ 800
At least 10 years, but less than 15 years	$ 1,100
At least 15 years, but less than 19 years	$ 1,500
19 years and over	$ 2,000

Longevity payments shall be paid out in the first paycheck in December of each year to all employees who have completed the required service time. In the event an employee eligible to receive longevity pay separates from employment before the longevity payroll in December, that employee shall receive longevity pay prorated based on the number of full months of service the employee has had since the previous December 1st.

Section 14.3 Pay Period The salaries and wages of employees shall be paid in accordance Village's current general practice, which may be changed by the Village for good cause shown after first notifying the Union and giving it an opportunity to respond. The Village will not make any changes to the current pay period until after May 1, 2002.

Section 14.4 Call-Back Pay Any employee called back to work after having gone home shall receive a minimum of two (2) hours' work at applicable rates unless the time extends into his regular work shift. Each hour spent in excess of two (2) hours on call-back work shall be paid for at applicable rates. The Village may require that an employee being paid for callback time remain at work for the entire two hours to perform work tasks as assigned by the Village.

Section 14.5 Merit Pay Increase The Village shall continue to award such merit pay increase(s) to employee(s) as the Village determines appropriate. In the event the merit raise is awarded and not initiated on the anniversary of the employees' original full time date of hire with the Village, or the next pay period following said anniversary date, the Employees may be eligible for a merit increases based on performance. Merit increases may be awarded six months after the employee's hire, promotion, or reclassification dates, one year after the employee's hire, promotion, or reclassification date, and annually each subsequent year. The consideration for a merit based increase generally will be tied to an evaluation that may occur during the month of the employee's anniversary date, and/or (b) six months after the employee's promotion or reclassification date. The Village shall include interest on all back pay owed the employee from the employee's most recent anniversary date to the last day of the pay period in which the merit pay increase will be paid. The interest rate used s all be the statutory interest rate as set by the ILRB. Interest on back pay shall not apply to employees who receive a merit pay increase following successful completion of a performance improvement period.

Section 14 .6 Temporary Assignments Any employee who is assigned the regular duties of a supervisor or crew leader shall not receive any additional compensation if assigned to work in this capacity for two (2) or less hours; however, if assigned for more than two (2) hours the employee shall receive $3.00 per hour for all hours actually worked in this capacity in addition to any other pay premiums for the performance of such work.

Any employee who is assigned the regular duties of a higher-classified position, other than a supervisor or crew leader, shall not receive any additional compensation if assigned to work in this capacity for four (4) or less hours; however, if assigned for more than four (4) hours the employee shall receive the hourly rate of pay of the higher classified position to which the employee is assigned for all hours actually worked in this capacity in addition to any other pay premiums for the performance of such work.

ARTICLE XV - OVERTIME

Section 15.1 Time and One-Half One and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid or comp time earned for work under any of the following conditions, at the appropriate rate, but compensation shall not be paid twice for the same hours.

a) All work performed in excess of forty (40) hours in any workweek or in excess of eight (8) hours in any calendar day.

b) All work performed on Saturday, except as noted below.

c) All work performed before or after any scheduled work shift upon specific request of the Village, except as noted below.

d) An employee may not have a balance of more than 120 hours of unused compensatory time, and must be taken with the approval of their supervisor.

Section 15.2 Call Backs Employees called back after the end of their regularly scheduled shift and who work through to the start of their regularly scheduled shift shall be paid at the rate they were receiving before the regularly scheduled shift started and will continue to receive this pay rate until they are sent home or their regularly scheduled shift ends.

Employees called back after the end of their regularly scheduled shift and who actually work past 1:00am, or employees called back after 1:00am who do not report at the start of their regularly scheduled shift, may be allowed to come in after their regularly scheduled starting time (but no later than 11:00am); if this occurs the employee will be allowed to use Rehab Bank hours up to a maximum of 4 hours for all hours normally worked during the regularly-scheduled shift. These hours cannot be combined with vacation or sick hours unless previously scheduled.

Employees called back after 1:00am and who actually work past the start of their regularly scheduled starting time may leave at 11:00am and use Rehab Bank hours for all hours normally worked for the remainder of their regularly scheduled shift.

Use of these hours is not to exceed four (4) hours of the work day, and may not be used to cover a full day's absence. Rehab Bank hours are intended for use when an employee is not eligible for ERT.

An Employee will receive rehab bank hours to complete their remaining hours of the regular shift, up to a maximum of 28 hours per year. The rehab hour bank resets every May 1 each year and rehab hours are not eligible to be carried over from year to year.

Section 15.3 Sunday Work Double-time shall be paid for all work on Sunday, except as noted below.

Section 15.4 Sixth and Seventh Work Days The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular work schedules. These employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6^{th}) day of their regular workweek and double-time for all work performed on the seventh (7th) day of their regular workweek.

Section 15.5 Procedure All employees are subject to be called to work any time during a twenty-four (24) hour period, and the Village may require employees to work overtime. The Village will attempt to

offer equally on an annual basis, overtime work to employees in the same job classification within a division. Except in cases of extraordinary and imminent danger to life or property, the employee with the lowest accumulated overtime in that division and classification will be offered the overtime. In attempting to reach an employee by telephone to offer the overtime, the caller shall allow the phone to ring at least five (5) times. In the event an employee is skipped when being called out for overtime, the Village may assign overtime in the same length of time within the next pay period of the error Monday – Friday. If the Village does not assign overtime in the same length of next pay period of the error Monday-Friday, the employee will receive compensation for the overtime hours not worked due to the error. Calling out of employees for overtime shall be in accordance with call-out procedures as may be currently in effect.

a) For purposes of overtime accumulation, overtime within a division offered but not worked shall be credited to the employee's overtime amount. Overtime worked or offered outside an employee's division shall not be credited to the employee's overtime amount. The Village will attempt to update the overtime accumulation list bi-weekly.

b) It is understood that crews already assigned to jobs will remain on the job site for a maximum of two (2) hours (meal time excluded). A bargaining unit member, at his option, may be assigned by each division in order to respond to calls for assistance during off-duty hours. Calling out of divisions for overtime, other than call outs for snow and ice operations, shall be in accordance with the Call Out Key By Division matrix as set forth in Appendix D. The qualifications, scheduling and calling out of employees for overtime shall be in accordance with call-out procedures as may be currently in effect. Prior to modifying such procedures, the Village will place such modification on the agenda pursuant to Article 23 (labor/management and safety meetings).

Section 15.6 Scheduled Overtime Where the Employer has notice of overtime needs which can be scheduled in advance, the Employer shall, among employees in the same job classification and division, seek volunteers for the overtime. If two or more employees volunteer for the overtime and can perform the work, the overtime shall be assigned to that employee having the lowest amount of accumulated overtime. The Village shall notify employees at least three (3) days prior to the date of the scheduled overtime. If the employee is scheduled to work on a Saturday, the employee shall be notified by the end of the shift on Tuesday. If the employee is scheduled to work on a Tuesday, the employee shall be notified by the end of the shift on the Wednesday before the scheduled work on Tuesday (weekends are excluded unless they are part of the employee's normal workdays).

Section 15.7 On Call Duty Assignment All employees volunteering to carry the pager, including Crew Leaders, will receive an additional $150 per week. All employees will be afforded the opportunity to volunteer for the on call duty assignment.

Section 15.8 Emergency Response Time The Village reserves the right to send home any employee who has already worked eight (8) hours in any calendar day or who is otherwise too tired or unfit to perform his or her duties safely and efficiently, notwithstanding that the employee's regularly scheduled shift might not have ended. Where an employee is sent home after having worked continuously from the end of one regularly scheduled shift or is called back prior to 1:00 a.m. and works to the start of his next regularly scheduled shift, that employee shall be paid at his regular straight-time rate for the balance of said next shift, up to a maximum of eight (8) hours. This employee would be subject to and must return to work twelve (12) hours after clocking out if so designated by the supervisor in charge or if called back after twelve (12) hours has passed for another shift, whether this

be a regularly scheduled shift or a non- scheduled shift including weekends and holidays, employee will remain available and on-call until their next regularly scheduled work shift, Sunday through Thursday until midnight on Friday. Any employee who returns to work twelve (12) hours after clocking out shall be paid at double his regular rate of pay for all hours worked during said call out. Employees who fail to remain available and on-call will forfeit eight hours of emergency response time pay. Before calling back employees on emergency response time, all employees not on emergency response time will be called first. If there are not enough employees responding to the call out, employees on emergency response time will be called and be required to report to work, except in the event that extenuating circumstances prevent the employee from reporting to work.

ARTICLE XVI - DISCIPLINE AND DISCHARGE

Section 16.1 Discipline Disciplinary action or measures shall normally include only the following: oral reprimand; written reprimand; suspension (notice to be given in writing); demotion which is not arbitrary or capricious; and discharge. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee or for engaging in such conduct which brings serious discredit upon the Village or impacts the employee's ability to work productively or effectively with other employees or members of the public. ff the Employer has reason to reprimand the employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 16.2 Discharge or Suspension The Employer shall not discharge any post- probationary employee without just cause. Once a tentative decision to impose or recommend a suspension or discharge is reached by the Director of Public Works, and prior to implementing the intended disciplinary action, the Director of Public Works or his designee shall notify the Union and attempt to meet with the employee and the Union representative prior to the end of the next business day, but no later than two business days, if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the issue is not resolved, the Employer may issue the discipline and the Union may subsequently pursue this matter as a grievance beginning at the second step of the grievance procedure.

Nothing in this Agreement shall be deemed to alter or modify the Employer's normal reasons for dismissal or suspension as contained in its rules and regulations.

Section 16.3 Purging of Files At the written request of an employee and the approval of the Department Director, an oral reprimand may be removed from the employee's personnel file provided no further disciplinary action of any kind has been taken against the employee during the eighteen (18) months immediately following the date of the oral reprimand to be removed. A written reprimand may be removed from the employee's personnel file provided no further disciplinary action of any kind has been taken against the employee during the thirty (30) months immediately following the date of the written reprimand to be removed. Each written request must identify the specific oral or written reprimand to be removed. No more than a combined total of four (4) oral and/or written reprimands shall be *removed* from an employee's personnel file during his or her employment with the Village.

ARTICLE XVII - SUBSTANCE ABUSE TESTING & REHABILITATION

Section 17.1 Substance Abuse Testing and Rehabilitation Employees shall be covered by the Village of Homewood and Department of Transportation Drug and Alcohol Testing Policy as approved by the Village of Homewood Board of Trustees on February 8, 2000 unless otherwise stated in Article XVII.

Section 17.2 Disciplinary Action Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time, but may suspend such employee up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. agree to undergo appropriate treatment as determined by the physician(s) involved;
2. discontinue use of illegal drugs or abuse of prescribed drugs or alcohol;
3. agree to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Director of Public Works and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non- completion of treatment;
4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. submit to random testing during working hours during the period of "after-care."
6. agree that during the last chance time period in (5) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Section shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 17.3 Right to Contest The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 17.4 Voluntary Request for Assistance The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. the employee agreeing to undergo appropriate treatment as determined by the physician(s) involved;

2. the employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;
3. the employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Director of Public Works and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non- completion of treatment;
4. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. the employee agrees to submit to random testing during working hours during the period of "after-care."

Section 17.5 Employee Assistance Program The Village shall provide to employees covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors' and Managers' Association or as the Village may otherwise select.

Section 17.6 Personal Support Program All AFSCME bargaining unit members and their dependents shall be covered under the AFSCME Personal Support Program. The Employer agrees to pay $25.00 per bargaining unit member per year to fund the Personal Support Program. At any time should the Employer cease to offer an Employee Assistance Program during the term of this Agreement, the Employer shall cease to fund the Personal Support Program at the expiration of this Agreement. AFSCME shall maintain sole responsibility for administering the Personal Support Program, and in no instance shall the Village be required to pay any administrative costs whatsoever toward the operation of the program.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 18.1 Definition A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement except that probationary employees shall not be entitled to grieve a termination.

Section 18.2 Procedure A grievance filed against the Village shall be processed in the following manner:

Step 1: Any employee and/or steward who has a grievance shall present the grievance in writing to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. This written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented not later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within five (5) business days after the written grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing

designated as a "grievance" to the department head involved. Any such grievance shall be in writing and signed by the grievant, and shall be submitted not later than five business days after the written response rendered under Step 1 of the grievance procedure. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with grievant, the Steward involved and an outside, non-employee representative of the Union within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within five (5) business days following the meeting.

Step 4: If the Grievance is not settled at Step 3, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall submit a mutual request within seven (7) days after denial of the grievance in Step 3. Both parties shall attempt to reach a mediated agreement to resolve the dispute.

Section 18.3 Arbitration If the grievance is not settled at Step 4 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below within ten (10) business days after unsuccessfully reaching a mediated agreement through FMCS.

a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agreed upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union have the right to strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.

c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.

d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 18.4 Limitations on Authority of Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 18.4 shall be final and binding upon the Village, the Union and the employees.

Section 18.5 Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 18.6 Time Off The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. The grievant and one Union representative shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be considered time worked for compensation purposes except as otherwise specifically provided in this Article. This Section does not cover Section 16.2 disciplinary meetings where the Steward will be paid if the meeting is on working time.

ARTICLE XIX - NO STRIKE AND NO LOCKOUT

Section 19.1 No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit- down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise

disciplined by the Village. Each employee who holds the position of officer or steward or committee member of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 19.2 No Lockout The Village will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

Section 19.3 No Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 19.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 19.4 Judicial Restraint Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XX - NONDISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, handicap status, or Union membership.

ARTICLE XXI - WORK RULES

The Village may adopt, change or modify work rules. Whenever the Village changes work rules or issues new work rules, the Union will be given at least ten (10) days' prior notice, absent emergency, before the effective date in order that the Union may discuss said rules with the Village before they become effective if the Union so requests in writing. In addition, copies of new work rules will be posted by the Employer or given to affected employees before such rules take effect, with a copy given to the Union.

ARTICLE XXII - UNIFORMS

Section 22. 1 Uniform Issuance The Employer shall continue to provide employees with eleven (11) sets of uniforms, two (2) lightweight jackets or equivalent (outerwear), and one (1) hooded parka as necessary for the proper performance of their duties. In addition to the foregoing items, each employee shall also be provided with either an additional (i.e., second) parka or a pair of coveralls (but not both), as the employee chooses. Such election may be made no more than once each contract year, and no employee shall at any time have both a second parka and a pair of coveralls (i.e., an employee wishing to change his/her election must first surrender the item he/she previously selected).

Employees shall wear their uniforms as instructed by the Employer and shall be responsible for the care of their uniforms. The Employer shall be responsible for the cleaning of uniforms.

Section 22.2 Safety Shoes Employees will be reimbursed for the cost of purchasing up to two of Village-approved safety shoes per contract year up to a total $500/year. The Village's approval for the purchase of the shoes must be obtained before they are purchased by the employee.

Section 22.3 Clothing Allowance In addition to the abovementioned items in Sections 22.1 and 22.2, employees shall receive an annual clothing allowance of four hundred dollars ($400.00) per year from the Village payable on the first payroll check in December of each year. Income taxes shall be deducted as required by law.

ARTICLE XXIII - LABOR MANAGEMENT & SAFETY MEETINGS

At the request of either party, representatives of the Village and the Union, not to exceed five (5) in number for each side, shall meet quarterly at mutually agreed-upon times for up to one and one-half (1-1/2) hours, to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules or issues of safety and health. More frequent meetings may be held upon mutual agreement. The party requesting the meeting shall prepare and submit a proposed agenda to the other party five (5) working days prior to the scheduled meeting. Two (2) of the four (4) meetings shall be scheduled during working time and the Village shall pay the Union's employee representatives in attendance their normal rate of pay for these two (2) meetings; attendance at all other meetings shall not be considered as time worked for the employees involved unless attendance is required by the Village.

Representatives of the Village and the Union shall attempt to meet at least two (2) days prior to a Village event or festival to brief each other on pertinent details of the event that affect Public Works operations and the scheduling of employees assigned to work at the event or festival. The Village and Union understand and agree that unanticipated operational or scheduling needs or issues not discussed at said meeting may arise before or during the event or festival and does not require another meeting. The Village shall respond and assign work to meet the needs of the event or festival in accordance with the contract and past practice.

ARTICLE XXIV - HEALTH AND SAFETY

Section 24.1 Compliance with Laws In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply may subject an employee to discipline up to and including discharge. Enforcement of the safety policy shall not be used in a form of employee harassment.

Section 24.2 Unsafe Conditions If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor, who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down.

Section 24.3 Safety Grievances A grievance involving an alleged violation of this Article may be submitted in writing directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

Section 24.4 Commercial Drivers' License Agreement The Village of Homewood and AFSCME, Council 31, on behalf and with Local 2891 agree to the following:

1. The Village will allow employees to take new or renewal CDL exams during regular work hours at a state-approved testing site designated by the Village and at a time approved by the Village. Employees may use Village vehicles to complete the "road test" portion of the CDL exam.
2. Upon evidence of the issuance or renewal of a Class "A" CDL license with "Air Brake" and "Tanker" endorsement, the Village will reimburse the employee for the difference between the cost of a Class "A" CDL license (full or prorated fee, whichever may apply) and the cost of a Class "D" passenger vehicle driver's license or equivalent.
3. All employees will give at least a thirty (30) day notice to the Village when renewal of his/her CDL is necessary. The Village shall have funding available for all employees when the employee goes for testing.
4. Employees who fail to obtain a Class "A" CDL license with airbrake qualification and tanker endorsement renewal prior to the expiration date of their current CDL or who have their CDL revoked will be subject to discipline, up to and including discharge. Employees who have their CDL suspended may, at the Village's option, continue to be employed by the Village under a return to work agreement or will be subject to suspension without pay for the period not to exceed twelve (12) months. If an employee is unable to obtain his reinstatement of the CDL within the twelve (12) month suspension period, that employee may be terminated.
5. An employee shall not be entitled to any paid leave for training in preparation for CDL license renewal testing as may be required.
6. New hires will be required to obtain a Class "A" CDL license within 60 days of the date of their employment.

ARTICLE XXV - TUITION REFUND PROGRAM

Section 25.1 Tuition Reimbursement Program When a full-time employee is enrolled upon the request or permission of the Director of Public Works in an accredited university, college or adult education program, the following tuition reimbursement plan shall apply. If the university has not received accreditation, the Village Manager may recognize the institution for the benefits below.

Section 25.2 Payment If the employee is taking a course or courses upon the written recommendation of the Director of Public Works or his designee and approved by the Village Manager, the Village shall, upon receiving payment receipts and proof of the employee's grade in such course(s) reimburse the employee for one-hundred percent (100%) of the cost of tuition contingent upon a course grade of "C" or better. There shall be no reimbursement for any course(s) in which the employee receives a grade below "C." The Village shall also pay fifty percent (50%) of the cost of all books required for any such course(s) in which the employee receives a grade of "C" or better. There shall be no reimbursement of book costs for any course(s) in which the employee receives a grade below "C."

Employees who leave the employment of the Village within three (3) years of having received reimbursement check shall be obligated to pay back to the Village the amount of such reimbursement.

Section 25.3 Continuing Education For Licenses When the Director of Public Works determines that it is necessary for an employee to obtain a new or maintain an existing license or certification required to perform certain job functions, the Village shall pay for all costs associated with obtaining or maintaining the license or certification including course fees, meal and travel expenses, and wages.

ARTICLE XXVI - INSURANCE

Section 26.1 Coverage The Village shall continue to try to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement.

The Village will try to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement. Employees who retire with a minimum of twenty (20) years' full-time service to the Village and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65) can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for other Village employees, provided that the retiree is not eligible for insurance by some other employer. Dependents of deceased retirees can remain covered for a period of six (6) months. Except as otherwise provided in this Article, if the Village adopts policies or procedures which are universally applicable to all Village employees on the subject of retiree health insurance benefits, then retired bargaining unit employees shall be eligible for such benefits on the same terms and subject to the same conditions of any such universally applicable policies or procedures currently in effect.

Arrangements for reimbursement of premiums to the Village should be made with the Director of Finance. The Village reserves the right *to* change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

All full-time employees hired after May 1, 1994 will be responsible for payment of 100% of premium for both individual and dependent health and hospitalization insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement as outlined in Section 26.1 of this Agreement.

Section 26.2 Cost Effective November 1, 2011, the Village will pay eighty percent (80%) of the cost of the premiums for full-time employees' group health and hospitalization insurance coverage and the employee shall pay twenty percent (20%) of the cost of the premiums.

Section 26.3 Cost Containment The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, and prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 26.4 Life Insurance The Village shall provide, at no cost to the employee, life insurance coverage in the amount of $50,000.00 or one year's base salary, whichever is greater, up to a maximum of $100,000.

Section 26.5 Insurance Re-Opener In the event the Village desires to eliminate the HMO coverage and/or provide health and hospitalization insurance coverage or benefits which are not substantially similar to that which existed prior to the signing of this Agreement, the Village shall notify the Union in writing of its desire to re-open this Agreement. Such re-opener shall be limited to negotiating terms and conditions contained in Sections 26.1 and 26.2 of this Agreement. Upon such notice being given, duly authorized representatives of the parties shall meet within fourteen (14) days of receipt of the notice for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopened negotiations.

Section 26.6 Mechanics' Tool Insurance Coverage The Village agrees that if mechanics' personal tools are damaged or lost because of negligence or other causes, and the value of the loss is less than $250, the affected employee may submit a request to the Director of Public Works to review the circumstances which led to the loss. If such a request is made, the Director of Public Works will examine the facts concerning the loss and within his discretion will determine whether the individual will be reimbursed in whole or in part.

Section 26.7 Insurance Plans PPO/HMO/HSA/FSA Effective July 1, 2005, the Employer shall change the terms of the Group Health Plan to provide three component parts as follows:

A PPO component identical to that which is currently in effect. Additionally, the Employer shall establish and maintain a Flexible Spending Account (FSA) for each employee represented by the Union who had elected to be covered under the Plan's PPO component in 2004 and shall credit each such employee's FSA account with $175.00 no later than the first payroll period in July 2005 and again in January 2006. Thereafter, the Employer will continue to maintain a FSA which will be funded solely by the employees.

An HMO component, including an annual Employer contribution to the FSA of each employee electing coverage under the HMO component in an amount equal to $120.00 for those employees electing single coverage, $240.00 for those employees electing single plus one coverage and $360.00 for those employees electing family coverage no later than the first payroll period in July 2005 and annually in January of each year beginning in 2006.

Except as provided in this Agreement, an employee chooses either the Village's High Deductible PPO health insurance option, an employee agrees to the same terms and conditions that are offered to non-represented Village employees; the only exceptions are where as required by law and/or otherwise agreed to in writing by the Village and the Union.

Section 26.8 Dependent Insurance Death Benefit The Village shall provide subsidized group health and hospitalization insurance to the dependents of an employee who dies while employed by the Village. Such subsidized coverage shall be made available for a period of twelve (12) months after the employee's death under the same terms, conditions, and coverage in effect at the employee's death, except that the Village shall pay one hundred percent (100%) of the premium cost. Eligibility for this extended coverage shall only be available to those dependents who (a) were covered under the Village's group health and hospitalization insurance for one year immediately

prior to the employee's death, unless a dependent is less than one year old, in which case year prior coverage restriction shall not apply and (b) make a timely election for coverage under COBRA. The aforementioned provisions shall be in addition to any benefits currently available to employees and their dependents by law or existing Village of Homewood policy and shall be effective as of the execution of this Agreement and shall terminate on August 9, 2012. If the Village extends this benefit beyond this termination date, the termination date in this section shall also change to reflect the new termination date.

ARTICLE XXVII - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article XIX**,** No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXVIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term except as stated in Section 26.5. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the agreement, it may be changed by the Employer as provided in the management rights clause, Article Ill.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIX - TERMINATION

Section 29.1 Termination This Agreement shall be effective as of the day after the day the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2028. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired terminated date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 29.2 Benefits Re-Opener Except as otherwise provided in this Agreement, if the Village grants other Village employees a significant improvement in a major fringe benefit, and if said improvement is universally applicable to all Village employees and exceeds the overall level of said fringe benefit set forth in this Agreement, the Union may give notice of its desire to reopen this Agreement and negotiate concerning a change in said benefit. The Union shall not request the Village to bargain or negotiate with respect to any other matter and the Village shall not have any obligation to negotiate or bargain concerning any other matter. The provisions of Article XIX of this Agreement shall at all times remain in effect, and neither party shall at any time resort to or threaten a strike or lockout in support of its position in connection with the negotiations provided for in this Section. If such a strike or lockout shall occur, this Agreement shall terminate at the beginning of said strike or lockout and neither party shall be required to adhere to any of its terms or provisions; provided, however, that if and when an agreement is reached concerning the fringe benefit in questions, this Agreement, together with such fringe benefit change as shall have been agreed upon, shall be reinstated and, as so modified, shall be in full force and effect.

Executed this this 26th day of August, 2025

VILLAGE OF HOMEWOOD

_____
Richard A. Hofeld, Village President

_____
Nakina Flores, Village Clerk

AFSCME COUNCIL 31, LOCAL 2891:

_____
Eric Stojakovich, AFSCME Council 31, Local 2891 President

_____
David W. Dover, Staff Representative AFSCME Council 31, AFL-CIO

APPENDIX A – DEDUCTION AUTHORIZATION FORMS

CITY - COUNTY

DUES DEDUCTION AUTHORIZATION

American Federation of State, County & Municipal Employees, AFL-CIO

(PLEASE PRINT)

This card is not applicable for employees of the City of Chicago, Cook County or Chicago City Colleges.

UNION LOCAL _____

HOME PHONE (_____) _____

HOME E-MAIL ADDRESS _____

WORK PHONE (_____) _____

NAME _____ EFFECTIVE PAY PERIOD _____
Last First Middle

STREET _____ CITY _____ STATE _____ ZIP _____

CLASSIFICATION _____

SOCIAL SECURITY NUMBER _____ DEPT _____

EMPLOYER _____

I hereby authorize my employer to deduct the amount as certified by the Union as the current rate of dues. This deduction is to be turned over to AFSCME, AFL-CIO. *Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.*

3/99 EMPLOYEE SIGNATURE _____ DATE _____

(Please Print)

VOLUNTARY PEOPLE DEDUCTION AUTHORIZATION
NATIONAL PEOPLE COMMITTEE

NAME _____ LOCAL _____
Last First Middle

STREET _____
Street City State Zip

Home Ph. # _____ Work Ph. # _____ Home E-Mail Address _____

SOCIAL SECURITY # _____ Department/Agency _____

DEDUCTION PER PAY PERIOD ☐ $4.20 *(MVP Club)* ☐ OTHER _____ EFFECTIVE PAY PERIOD _____

PAYROLL CODE _____ ASSOCIATION CODE _____ EMPLOYEE I.D. NUMBER _____

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to AFSCME Council 31, P.O. Box 2320, 615 South Second Street, Springfield, IL 62705, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

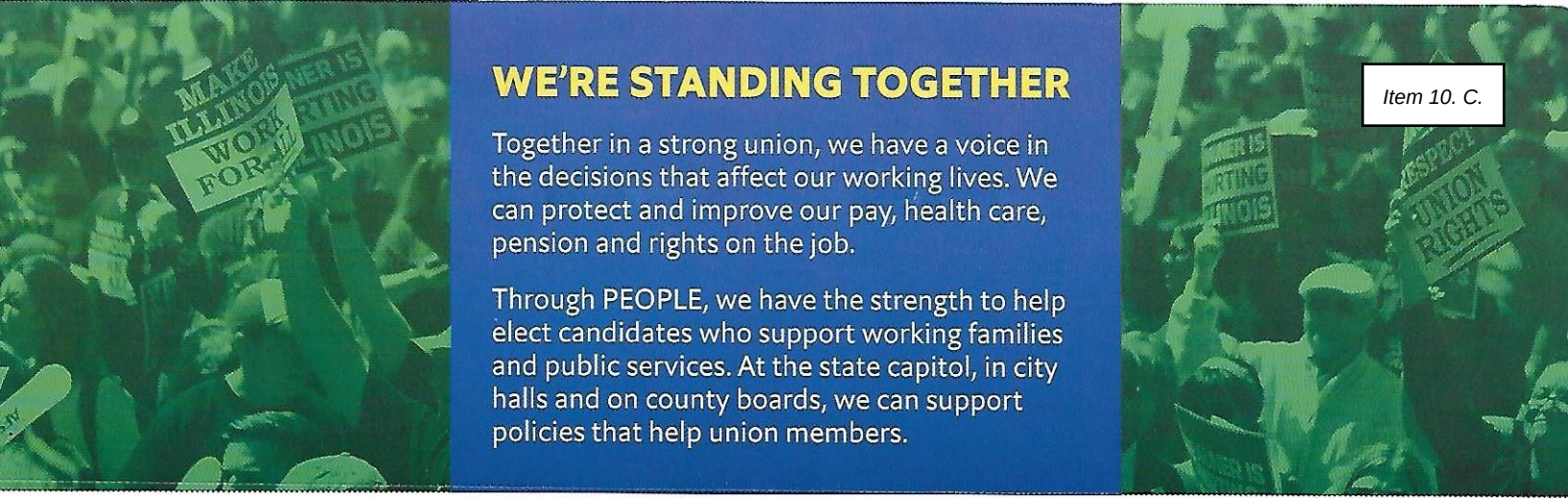
Signature _____ Date _____

Jacket Size XS ☐ SM ☐ M ☐ L ☐ XL ☐ 2XL ☐ 3XL ☐ 4XL ☐ Received Jacket Yes ☐ No ☐

Signed up by _____ Social Security # _____

In accordance with Federal Law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. Contributions or gifts to the PEOPLE Qualified Fund are not tax deductible as charitable contributions for Federal Income Tax purposes.

7/03



YES! COUNT ME IN FORA STRONG UNION. Sign and return to become AFSCME member.

: PLEASE PRINT

First Name: Middle Initial: Last Name:

Home Address: City: State: Zip:

Cell Phone*: Work Phone: Home Phone:

Home Email: Employer: Department/Agency:

Job Classification: Work Location:

I hereby affirm my membership in AFSCME Council 31,AFL-ClO and authorize AFSCME Council 31 (the "Union") to represent me as my exclusive representative on matters related to my employment.
I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.
I hereby authorize my employer to deduct from my pay each pay period that amount that is equal to dues and to remit such amount monthly to the Union. This voluntary authorization and assignment shall be irrevocable for a period of one year from the date of authorization and shall automatically renew from year to year, irrespective of whether I am or remain a member of the Union, unless I revoke this authorization by sending written notice by the United States Postal Service to the Union postmarked not more than 25 days and not less than 10 days before the expiration of the yearly period described above, or as otherwise provided by law, This card supersedes any prior check-off authorization card I signed.
Payments to the Union are not deductible as charitable donations for federal income tax purposes.

Signature: Date: AFSCME

STRONG

*By providing your cell phone number you consent to receive calls (including recorded or autodialed calls, or texts) at that number from AFSCME and its affiliated labor, political and charitable organizations on any subject matter. Your carrier's rates may apply. You may modify your preferences by emailing webaction@afscme31.org.

FORAFSCME COUNCIL 31 INTERNAL USE ONLY: Local Union No.

YES! I WANT A STRONG VOICE IN THE POLITICAL AND LEGISLATIVE PROCESS. Sign and return to become a PEOPLE contributor.

DEDUCTION PER PAY PERIOD: CD $4.20 (MVP Club) C] OTHER:EFFECTIVE PAY PERIOD:

PAYROLL CODE:ASSOCIATION CODE: EMPLOYEE I.D. NUMBER:

PEOPLE is Public Employees Organized to Promote Legislative Equality, the political and lobbying arm of AFSCME.

I hearby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to AFSCME Council 31, P.O. Box 2328, 61 S South Second Street, Springfield, IL 62705, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice. In accordance with Federal Law, the PEOPLE committee will accept contributions only from members of AFSCME are not tax deductible as charitable contributions for Federal Income Tax purposes.

Signature:

Signed Up By: Social Security Number (last 4 digits): AFSCME PEOPLE

APPENDIX B

3-year Contract

- 1st year 2025 (current year) – 3.5% wage increase
- 2nd year 2026 – 3.5% wage increase
- 3rd year 2027 – 4.0% wage increase

	3.5%	3.50%	4.0%
Maintenance Worker	**5/1/2025**	**5/1/2026**	**5/1/2027**
A	68,058	70,440	73,257
B	69,609	72,045	74,927
C	71,196	73,688	76,635
D	72,819	75,367	78,382
E	74,478	77,085	80,168
F	76,177	78,843	81,997
G	77,914	80,641	83,867
H	79,690	82,479	85,778
I	81,508	84,361	87,736
J	83,366	86,283	89,735
K	85,267	88,251	91,781
L	87,210	90,263	93,873
M	89,199	92,321	96,014
N	91,232	94,426	98,203

	3.5%	3.50%	4.0%
Utility Service Technician	**5/1/2025**	**5/1/2026**	**5/1/2027**
A	74,370	76,973	80,052
B	76,065	78,727	81,876
C	77,800	80,523	83,744
D	79,574	82,359	85,653
E	81,387	84,236	87,605
F	83,243	86,156	89,603
G	85,142	88,122	91,647
H	87,082	90,130	93,736
I	89,069	92,186	95,873
J	91,099	94,288	98,059
K	93,177	96,438	100,296
L	95,300	98,636	102,581
M	97,473	100,885	104,920
N	99,695	103,184	107,312

	3.5%	3.50%	4.0%
Crew Leader	**5/1/2025**	**5/1/2026**	**5/1/2027**
A	74,855	77,475	80,574
B	76,563	79,242	82,412
C	78,307	81,048	84,290
D	80,092	82,896	86,211
E	81,919	84,786	88,177
F	83,786	86,719	90,188
G	85,696	88,696	92,243
H	87,651	90,718	94,347
I	89,650	92,787	96,499
J	91,694	94,904	98,700
K	93,785	97,067	100,950
L	95,922	99,280	103,251
M	98,109	101,543	105,605
N	100,346	103,859	108,013

	3.5%	3.50%	4.0%
Mechanic	**5/1/2025**	**5/1/2026**	**5/1/2027**
A	77,157	79,857	83,052
B	78,916	81,678	84,945
C	80,716	83,541	86,882
D	82,555	85,445	88,862
E	84,438	87,393	90,889
F	86,363	89,386	92,961
G	88,333	91,424	95,081
H	90,347	93,509	97,249
I	92,407	95,641	99,467
J	94,513	97,821	101,733
K	96,669	100,052	104,054
L	98,873	102,334	106,427
M	101,126	104,665	108,852
N	103,432	107,053	111,335

	3.5%	3.50%	4.0%
Building Maint & L&M	**5/1/2025**	**5/1/2026**	**5/1/2027**
A	74,370	76,973	80,052
B	76,065	78,727	81,876
C	77,800	80,523	83,744
D	79,574	82,359	85,653
E	81,387	84,236	87,605
F	83,243	86,156	89,603
G	85,142	88,122	91,647
H	87,082	90,130	93,736
I	89,069	92,186	95,873
J	91,099	94,288	98,059
K	93,177	96,438	100,296
L	95,300	98,636	102,581
M	97,473	100,885	104,920
N	99,695	103,184	107,312

APPENDIX C – SUBSTANCE ABUSE TESTING FORM

APPENDIX C

VILLAGE OF HOMEWOOD

Request for Substance Abuse Screening Test

EMPLOYEE	DEPARTMENT	DATE

OBSERVED BEHAVIOR OR ACTIONS LEADING TO SUSPICION OF SUBSTANCE ABUSE

Date/Time _____ Behavior/Actions _____

_____
Supervisor

RESULTS OF EMPLOYEE INTERVIEW

Date of Interview: _____

Time of Interview: _____

_____ _____
Interviewer Title

RECOMMENDATION OF DEPARTMENT HEAD

- ☐ Based on the evidence, a test for substance abuse is not recommended.
- ☐ Based on the evidence, the employee should be referred to a Medical Review Officer for identification of a potential substance abuse problem.
  - ☐ Employee should not be reassigned or placed on administrative leave.
  - ☐ Employee should be ☐ reassigned ☐ placed on administrative leave.

_____ _____
Department Head Date

DETERMINATION OF VILLAGE MANAGER

- ☐ Based on the evidence, a test for substance abuse is not warranted.
- ☐ Based on the evidence, the employee is directed to report to a Medical Review Officer (MRO) and provide a urine specimen and blood sample if directed by the MRO for identification of a potential substance abuse problem. The employee shall report to

_____ (testing facility) on _____ (date) at _____ (time) for these purposes.

  - ☐ Employee is not reassigned or placed on administrative leave.
  - ☐ Employee is ☐ reassigned ☐ placed on administrative leave.

_____ _____
Village Manager Date

APPENDIX D – CALL OUT KEY

CALL OUT KEY BY DIVISION

	Utility	Pl/Meter	Street	Vehicle	L&M	Building
Utility	1	2	2		3	
Pl/Meters	2	1	3		4	
Street	3	3	1		2	
Vehicle	4	4	4	1	5	
L&M	5	5	5		1	
Building	6	6	6		6	1

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Sale of Surplus Equipment

PURPOSE

Staff requests that the Village Board pass an ordinance authorizing the sale or disposal of electronic equipment listed as surplus property.

PROCESS

Semi-annually, the Village disposes of surplus property as equipment is replaced. Below is a list of items designated for disposal by intergovernmental sale or auction, trade-in, private sale, or sealed bid.

The Equipment

The Village purchased the Canon image PROGRAF PRO-4000S plotter printer in 2016 and the equipment served the Village well. In 2016, the plotter retailed for roughly $4,195. For many years, the printer was used to print large exhibits, notices, posters for events, downtown advertisement, marketing items, maps, posters and exhibits. Because the Village printed these materials in-house, there was and still is an inherent cost savings derived from not having to outsource these printing services. Unfortunately, as with most software and computer-type equipment, the printer is now obsolete and does not have a maintenance agreement because of limited replacement part availability. The Village has since purchased a replacement plotter printer, and does not require the use of this older equipment.

Make	Model	Serial	Type
Canon	Pro-4000S	BAGH0019R	Plotter Printer
LG	27BK430H	907MXKDKS941	Monitor

OUTCOME

Approval of the ordinance will authorize the Village Manager to sell, trade-in, or dispose of the surplus electronic equipment.

FINANCIAL IMPACT

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

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village Manager to sell, trade-in, or dispose of two (2) pieces of electronic equipment listed as surplus property.

ATTACHMENT(S)

Ordinance

ORDINANCE NO. M-2365

AN ORDINANCE PROVIDING FOR THE SALE OF CERTAIN PERSONAL PROPERTY OWNED BY THE VILLAGE OF HOMEWOOD, COOK COUNTY, ILLINOIS

WHEREAS, 65 ILCS5/11-76-4 authorizes a village to dispose items of personal property no longer deemed necessary or useful to that village; and

WHEREAS, the Village of Homewood, Cook County, Illinois owns certain items of personal property which it desires to dispose as therein provided.

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

SECTION ONE – DECLARATION OF SURPLUS PROPERTY:

The following personal property, presently owned by the Village of Homewood, Illinois is hereby deemed to be no longer necessary or useful to this Village and it is deemed in the best interest of this Village that such property be disposed.

Village Items

Make	Model	Serial	Type
Cannon	Pro-4000S	BAGH0019R	Plotter Printer
LG	27BK430H	907MCLDLS941	Monitor

SECTION TWO – METHOD OF DISPOSAL:

The Village Manager is hereby authorized to conduct the disposal or sale of the said personal property. With the assistance of his administrative staff, he shall sell or dispose the items, either together or separately, by intergovernmental sale or auction, trade-in, private sale or sealed bid. If by sealed bid, the proposed sale shall be advertised in a newspaper of general circulation within the Village. Should any such proposed sale not produce a buyer for in item of personal property, the Manager or his agent shall then be free to negotiate the sale of such item of personal property to obtain the best possible price for such item on behalf of the Village.

SECTION THREE – EFFECTIVE DATE:

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

PASSED and APPROVED this 26th day of August, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

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

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Increase of liquor licenses

PURPOSE

Mitchell and Michaels Hospitality Group LLC has applied for a Class 4A 75/25 restaurant with bar liquor license for their location at 18031 Dixie Highway. Mitchell and Michaels Plat Du Jour will be a space that offers a combination of live performances and exceptional soul food cuisine.

A Class 4A liquor license allows the retail sale of any alcoholic liquor for on-premises consumption only and 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 for not less than 50 patrons No more than 25% of sales can be from liquor. The Liquor Commissioner supports issuing the requested license.

PROCESS

David Mitchell and Christopher Pegue have been operating a catering business at 18031 Dixie Highway and are preparing to open as a restaurant, Mitchell and Michaels Plat Du Jour, in the near future. It will be a cultural destination where patrons can enjoy a diverse range of live performances, including Jazz, Comedy, Country, Blues, and more. This distinctive blend of culinary excellence and entertainment will create an immersive atmosphere that sets it apart from traditional dining establishments. The menu at Mitchell and Michaels has been curated to offer soulful delights that showcase the rich culinary heritage of the southern United States.

If the Board is in favor of issuing a liquor license to Mitchell and Michaels, an ordinance increasing the number of allowed Class 4A liquor licenses should be passed, subject to successful completion of all the steps required for obtaining a Village of Homewood liquor license including approved background checks.

OUTCOME

Approval of this request will enable Mitchell and Michaels Plat Du Jour to offer more options to their dining patrons.

FINANCIAL IMPACT

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

LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Pass an ordinance increasing the allowed number of Class 4A liquor licenses by one for Mitchell and Michaels Hospitality LLC for their location at 18031 Dixie Highway, subject to successful completion of the application requirements for a Village of Homewood liquor license, including approved background checks.

ATTACHMENT(S)

Ordinance

ORDINANCE NO. M-2366

AN ORDINANCE AMENDING THE TABLE OF THE NUMBER OF LIQUOR LICENSE LIMITATIONS BY CLASS 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, Mitchell & Michaels Hospitality Group LLC has requested a Class 4A liquor license for their location at 18031 Dixie Highway; and

WHEREAS, there currently are no available Class 4A licenses; and

WHEREAS, the Liquor Commissioner supports increasing the number of Class 4A 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 4A 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 26th day of August, 2025.

_____
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	~~9~~ 10
5	1
6	Unlimited
6A	Unlimited
7	0
7A	0
7B	2
8	0
9	0
10	1
11	Unlimited
12	1
12A	Unlimited
13	1
14	1
15	0
16	2

Total ~~26~~ 27

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 18063 Dixie Highway

PURPOSE

The owner of the building at 18063 Dixie Highway, Min Bin Zheng, is in the process of remodeling the interior of the property to occupy the space with a new bookstore. The owner has requested financial assistance for compliance with the building code and the Americans with Disabilities Act (ADA), including remodeling the interior and adding an ADA accessible bathroom. Village staff has determined that $23,007 in assistance is appropriate based on the project's eligible expenses.

PROCESS

The applicant plans to renovate the property to lease the space to Tenia Davis to open a bookstore, Beyond Books, A Literary Experience. The renovation will allow occupation of a retail space that is currently vacant.

The new business will include a large bookstore, in addition to a podcast and media studio which will provide a rental space for audio-visual media development. The business owner is designing the space to accommodate programming, oriented toward personal leadership and other literary topics. In completing a full renovation of the tenant space at 18063 Dixie Highway, the proposed business will complement other surrounding businesses and provide a unique new gathering space in downtown Homewood. In the next 12-18 months, the business owner also hopes to establish a coffee shop to further cement the business as a local “third space.”

Staff reviewed the application for eligibility under the Business Incentive Program, which was established to provide incentives to properties outside of a TIF district through three (3) programs: Façade and Property Improvements, Go Green, and Retail Enhancements. These programs allow reimbursement of up to 50% of the eligible costs.

The Façade and Property Improvement Program aims to promote revitalization by offering financial assistance for the improvement and maintenance of existing commercial buildings. Eligible expenses encompass upgrades to the building. The total cost of the improvements is $46,013, and this program provides 50% reimbursement of approved expenditures (up to $25,000). The maximum incentive available under this program is $23,007.

The building improvements will focus on addressing several existing code violations and upgrading the property to meet ADA accessibility standards.

OUTCOME

The redevelopment agreement allows a building owner to renovate a building to lease to a new retail business, a bookstore. This establishment will add to the vitality of the downtown. The incentive amount is comparable to recent incentives given to other businesses.

FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** $101,233
- **Total Incentive Amount:** $23,007

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing the Village President to enter into a redevelopment agreement to reimburse eligible expenses for improvements to the building at 18063 Dixie Highway.

ATTACHMENT(S)

- Resolution
- Redevelopment Agreement
- Application for Incentives

RESOLUTION NO. R-3232

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND MIN BIN ZHENG FOR PROPERTY AT 18063 DIXIE HIGHWAY UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

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

WHEREAS, Min Bin Zheng has submitted a request to be partially reimbursed for the cost of renovating the property at 18063 Dixie Highway; and

WHEREAS, the owner has requested assistance in performing interior renovations, including installation of an ADA compliant bathroom, electrical upgrades, and new signage; and

WHEREAS, the work proposed by the owner will enhance the economic viability of the owner's property and the central business district.

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to enter into the agreement attached as Exhibit A.

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

SECTION ONE – APPROVAL OF REDEVELOPMENT AGREEMENT:

The redevelopment agreement attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED this 26th day of August 2025

_____
Village President

ATTEST:

_____
Village Clerk

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

EXHIBIT A – REDEVELOPMENT AGREEMENT
18065 DIXIE HIGHWAY
HOMEWOOD, ILLINOIS

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES TO REHABILITATE COMMERCIAL PROPERTY LOCATED AT 18063 DIXIE HIGHWAY UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

This Agreement is made and entered on August 26, 2025, between Min Bin Zheng ("Building Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Building Owner has requested financial assistance from the Village for improvements to an existing commercial building within the village's B-2 Downtown Transition District; and

WHEREAS, the Building Owner has obtained bids with the lowest bids for improvements to the interior, electrical, and signage, totaling $46,013; and

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

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

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

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on August 26, 2025, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Building Owner for the cost of certain rehabilitation work to be undertaken on the building commonly known as 18063 Dixie Highway, Homewood, Illinois ("Property"), located in the B-2 Downtown Transition District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. Building Owner has supporting bids for repairs/renovations to the property totaling $46,013. The Village agrees to reimburse Building Owner $23,007, representing fifty percent (50%) of the cost of said Work.

3. Building Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed per said contracts. The Building Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Building Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

A. Copies of cancelled check(s) or other evidence that Building Owner has paid for the Work;
B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Building Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

6. Changes, additions, revisions or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

7. Building Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

8. Building Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

9. Building Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Building Owner as additional insured.

10. Building Owner agrees to comply with all Federal, State, and local laws and regulations. Building Owner also agrees that it will notify all contractors and

subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

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

12. Building Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

13. Upon completion of the Work, the Building Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of

this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village and Building Owner acknowledges that the Village has no obligation hereunder to make any payments to Building Owner from any funds other than the Downtown Homewood Business Incentive Program Fund.

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

21. Notices under this Agreement shall be sent as follows:

To the Village:
Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

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

To the Building Owner:
MinBin Zheng
7514 Courtney Manor Ln
Katy, TX 77494

With a copy to:
The Spearman Firm LLC
PO Box 1566
Homewood IL 60430

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

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

VILLAGE OF HOMEWOOD	Building Owner
By:_____ Village President	By:_____ Min Bin Zheng KLZ Investments, LLC
ATTEST:	Signed and sworn to before me on _____, 2025
_____ Village Clerk	_____ Notary Public

EXHIBIT A

Legal Description

Lots 5 and 6 in Homewood Realty Trust Resubdivision of part of the West ½ of the Southeast ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded July 13, 1925 in Book 209 of Plats, Page 41, as Document Number 8972425, in Cook County, Illinois.

Common Address: 18063 Dixie Highway, Homewood, Illinois 60430

PIN: 29-31-408-002-0000

EXHIBIT B

Description of Work	Cost
Interior Renovation, including ADA Bathroom	$ 35,750
Electrical Upgrade	$ 9,800
Signage Update	$ 463
TOTAL	**$ 46,013**

VILLAGE OF HOMEWOOD
BUSINESS INCENTIVE PROGRAM APPLICATION
GO GREEN/RETAIL ENHANCEMENT/
FAÇADE & PROPERTY IMPROVEMENT

Description of Property for Improvement

Street Address: 18063 Dixie Hwy., Homewood, IL 60430

Property Index Number(s): 29-31-408-002-0000

General Description of Project

INSTALLATION OF NEW ADA BATHROOM AND INTERIOR REMODELING FOR BOOKSTORE

TENIA DAVIS - BEYOND BOOKS, A LITERARY EXPERIENCE

Estimated project cost: $40,000

Anticipated Start Date: AUGUST 15, 2025 | **Anticipated Completion Date:** SEPTEMBER 30, 2025

Program requested:

☐ **Go Green Rewards** ☐ **Retail Enhancement** ☒ **XX Façade & Property Improvement**

History of Previous Funding

Have you previously received funds from the Village: YES

If yes, when and what was the scope of work? IN 2014 WE RECEIVED ASSISTANCE WITH A NEW STOREFRONT FOR THE 18063 UNIT

Applicant

Name: MIN QIN ZHENG - KLZ INVESTMENTS LLC | **Telephone:** [redacted]

Address: [redacted]

City, State: KATY, TX | **Zip Code:** 77494

Email Address: [redacted]

Property Owner (IF DIFFERENT THAN APPLICANT – WRITTEN CONSENT REQUIRED)

Name: | **Telephone:**

Address:

City, State: | **Zip Code:**

Email Address:

Statement of Understanding/Applicant's Signature

Participation in the Business Assistance Programs implies that the applicant agrees to meet all Federal, State and local codes and ordinances including, but not limited to, Americans with Disabilities Act, Illinois State Plumbing Code, Village of Homewood building and property maintenance codes, and Village of Homewood zoning ordinance.

Applicant's signature: [signature] **Date:** 7/29/25

ADDITIONAL DOCUMENTATION IS REQUIRED FOR SUBMITTAL; PLEASE SEE ATTACHED LIST FOR REQUIREMENTS FOR THE APPLICABLE PROGRAM

	Retail Enhancement ($10k max) 50%	Go Green? ($2,500 max)	Property Improvement ($25k max) 50%			
	ADA Bathroom Only	Demo Walls, Electrical, Framing	Drywall, Paint, Doors, Trim , Flooring	Fixtures	Out of Scope	Total
JNC Design Renovation Remodeling	$15,275.00				$1,700.00	$15,275.00
JNC Design Renovation Remodeling		$6,800.00	$18,000.00		$2,325.00	$24,800.00
The Ideation Factory	$12,000.00	$6,250.00	$15,000.00	$2,500.00		35,750.00
Henry	$20,000.00	$10,000.00	$15,000.00			45,000.00

ESTIMATE

Prepared For

Tenia Davis
18063 Dixie HW
Homewood , IL
[redacted]

JNC Design Renovation Remodeling

Phone: (708) 724-7771
Email: jncdesignandrenovation@gmail.com

Estimate # 663
Date 07/22/2025

Description	Total
Phase one	**$6,800.00**
Demo	$2,600.00
Remove shelving on north wall Remove everything in the back podcast room (take walls to brick) Remove partition wall Remove brackets in the new phone closet	
Framing	$1,500.00
Frame wall and doorway to Utility room *Labor and materials	
Electrical	$2,700.00
New outlets to meet new store layout Install new light fixture *Labor and all rough materials outlets and switches Fixtures provided by client Sub Contract	
Phase 2	**$18,000.00**
Drywall	$2,100.00
Install Tape and finish drywall on the north wall where shelves were removed Install drywall on new utility room wall Repair drywall throughout to ensure paint ready *Labor and materials included	

Paint	$13,200.00

Painting the entire unit one color walls and ceiling (White)
Prep the floor for paint finish (scrape blue paint clean floor)
Paint the floor one color with concrete floor paint
*Labor and material

Doors	$1,500.00

Replace the Entry door to "pod cast" room
Install new door for Utility room
Install glass door on mew "phone room"
*Labor only

Trim carpentry	$1,200.00

Install/repair trim around ceiling where needed
Install vinyl baseboard around perimeter of space
*Labor and materials

Additional	**$0.00**

Separate Materials	$0.00

2 Fire Rated Doors- $1250
1 Glass framed door- $700
1 Utility room door- $375

Estimate-$2325

Material Estimate final selection to be determined by customer.

Subtotal	$24,800.00
Total	**$24,800.00**

Payment Schedule

1st Payment (55%)	$13,640.00
2nd Payment (30%)	$7,440.00
3rd Payment (15%)	$3,720.00

Client agrees to pay all costs arising from unforeseen issues such as unsafe or illegal cond rot or mold, inspector requirements, overlooked conditions, identifying and removing hazardous materials (lead paint, solvents, asbestos, etc.) after the project has begun. If such circumstances arise, Contractor will determine with the scope of extra work, costs involved with remedying the unforeseeable conditions, and a date for payment through a written Change Order.

Arbitration
If any dispute concerning this contract shall arise, the dispute may be submitted to a private arbitration service approved by State of Illinois.

Limited Warranty
Contractor provides a guarantee against defects
in workmanship and materials used in the construction process
for a period of 1 year upon completion of the project and receipt
of full payment from Customer.
This Limited Warranty does not cover:
Normal wear and tear, warping of material, natural grain and
texture variations of wood
Defects in equipment or appliances covered by the
manufacturer
Damage due to sunlight
Any defects arising from work done after completion of the project
Loss or injury due to natural disaster or general weather elements
This Limited Warranty takes effect after completion of the project
and full payment.

Any notices, bills, invoices, or reports required by this
Agreement shall be deemed received on the day of
delivery if delivered by hand during receiving party's regular business hours or by email.

Contractor assumes sole ownership over excess materials used on the job site during the project, and assumes responsibility for leaving the property clean and free of construction materials and debris upon completion of the project.

Contractors will make every effort to ensure new
materials match up with existing materials, but Customer
understands that this is not always possible.

Safe and sanitary bathroom facilities will be provided to the
construction crew during the project.

It is the sole responsibility of Customer to secure personal
property and/or pets during work hours. Contractor is not responsible for damage to personal property that was left in the work area or the well being of pets.

Contractor will have full use of electrical power

and lighting to perform work, and access to the service panel.

The trash receptacle used during the project is solely for the purpose of collecting construction-related refuse and is NOT to be used by any other party.

By signing this document, the customer agrees to the services and conditions outlined in this document. All Change orders will be made in writing and signed by Contractor and Customer.

Tenia Davis

ESTIMATE

Prepared For

Tenia Davis
18063 Dixie HW
Homewood , IL
[redacted]

JNC Design Renovation Remodeling

Phone: (708) 724-7771
Email: jncdesignandrenovation@gmail.com

Estimate # 664
Date 07/22/2025

Description	Total
ADA Bathroom	**$15,275.00**
Electrical Rough in electrical for new ADA Bathroom *Labor and all rough materials outlets and switches Fixtures separate Sub Contract	$1,800.00
Framing Frame in ADA bathroom Labor and material	$2,500.00
Drywall Installl drywall tape and finish to paint ready new bathroom	$2,800.00
Plumbing New rough plumbing supply and DWV for bathroom Install finish fixtures Labor and rough included Fixtures separate cost	$4,000.00

Demo	$950.00
Remove the buildout where the new bathroom is being built	
Material	$0.00
Toilet- $300 Sink- $200 Door-$625 Door hardware -$50 Light / Fan combo fixture-$375 Faucet-$150 Material estimate - $1700 Actual cost depends on client selection-client will provide and pay for these are not included in contractor quote.	
Paint	$2,600.00
Paint the new bathroom and paint the bathroom floor One color walls and ceiling one color floor Requires concrete floor prep Labor and material	
Door install	$625.00
Install new 36x80 door and hardware Labor only	
Phase 2	**$0.00**
Additional	**$0.00**
Permits	$0.00
Homewood Permits and inspections estimate $550	

Subtotal	$15,275.00
Total	**$15,275.00**

Payment Schedule

1st Payment (50%)	$7,637.50
2nd Payment (30%)	$4,582.50
3rd Payment (20%)	$3,055.00

THE IDEATION FACTORY

GRAPHIC DESIGN · PACKAGING DESIGN · INTERIOR DESIGN

ACCREDITED BUSINESS BBB Rating: A+

CLIENT:	#3294 DENISE RAINES
PROJECT# /DESC:	COMMERCIAL REMODEL
ADDRESS:	18063 DIXIE HIGHWAY HOMEWOOD, IL 60430
PHONE:	[redacted]
EMAIL:	deniseraines@kw.com
EMAIL:	

DATE: 7/29/25

REVISION # 1

LICENSED • BONDED • INSURED

ESTIMATE VALID FROM DATE ABOVE

INTERIOR COMMERCIAL REMODEL Approximate square feet: **1400**

	QTY /DESC.	OPTION PRICE	INCLUDED
REMOVALS:	SEE QUOTE TOTAL BELOW		
• REMOVE ALL DEBRIS FROM FLOOR, CEILING, WALLS (PREP FOR INSTALLATION). REMOVE DAMAGED STRUCTURAL COMPONENTS, DRYWALL, ANY AND ALL MILLWORK OR DAMAGED ELECTRICAL & PLUMBING.	YES		INCLUDED
• REMOVE EXISTING PLUMBING & DRYWALL ALONG NORTH FACING WALL.	YES		INCLUDED
• REMOVE EXISTING PIT & FILL IN FOR FOUNDATION POUR.	YES		INCLUDED
FRAMING:			
• FURNISH & INSTALL FRAMING USING CONSTRUTION GRADE PERIMETER FRAMING: 2 X 4 STUDS OR STEEL STUDS. TREATED LUMBER FLOOR BOARDS OR STEEL BOTTOM & TOP PLATES. (DISCRETIONARY BY THE IDEATION FACTORY,LLC.)	YES		INCLUDED
• FRAME NEW BATHROOM WALLS.	YES		INCLUDED
CABINETRY/COUNTERTOPS:			
• FURNISH & INSTALL WHITE PORCELAIN WALL-MOUNT SINK, 21" WIDE X 18-3/4 DEEP X 10-1/4" HIGH	YES		INCLUDED
ELECTRICAL:			
• INSTALL NEW GFCI OUTLETS IN BATHROOMS.	YES		INCLUDED

• INSTALL (1) NEW LOW SOAN EXHAUST FAN IN BATHROOM VENT TO EXTERIOR	YES		INCLUDED
• FURNISH & INSTALL TWO (2) RECESSED DOWN LIGHTS W/LED BR30 BULBS	YES		INCLUDED
PLUMBING:			
• FURNISH & INSTALL NEW PLUMBING HOOKUPS FOR TOILET AND LAV FAUCET.	YES		INCLUDED
• REWORK EXSITING VENT.	YES		INCLUDED
• FURNISH & INSTALL NEW (1) LAV FAUCET IN BATHROOM.	YES		INCLUDED
• FURNISH & INSTALL NEW COMFORT HEIGHT TOILET IN WHITE.	YES		INCLUDED

DRYWALL/PAINT:			
• FURNISH & INSTALL NEW DRYWALL ON NORTH WALL. MUD SAND & TAPE PREP FOR PAINT.	YES		INCLUDED
• PAINT CEILING - FLAT WHITE	YES		INCLUDED
• PAINT WALLS W/SHERWIN WILLIAMS PROMAR 200 IN SINGLE COLOR - EGGSHELL FINISH	YES		INCLUDED
FLOORING:			
• FURNISH & INSTALL STANDARD LVT PLANK FLOORING THROUGHOUT. @ $2 PER SQFT.	YES		INCLUDED
MILLWORK:			INCLUDED
• FURNISH & INSTALL 3"H BASE TRIM & 3/4"H SHOE - STANDARD COLONIAL (PAINTED WHITE OR STAINED LT. OAK)	YES		INCLUDED
• FURNISH & INSTALL 2 1/2" CASING AND DOOR TRIM IN BATHROOM AREA.	YES		INCLUDED
• FURNISH & INSTALL 36" HALLOW CORE 6 PANEL DOORIN BATHROOM AREA.	YES		INCLUDED
• FURNISH & INSTALL GRAB BARS IN BATHROOM AREA.	YES		INCLUDED
ALL PRICING RELATED TO FIXTURES, FINISHES, ACCESSORIES OR APPLIANCES ARE SUBJECTED TO A PARTICULAR PRICE ALLOWANCE. ANY UPGRADES OR CHANGES TO THE FURNISHED & SUPPLIED PRICE ARE SUBJECT TO THE DIFFERENCE EITHER BEING REFUNDED OR PAID BY EITHER A GIVEN ALLOWANCE OR THE ISSUANCE OF A CHANGE ORDER WHICH IS DUE UPON RECEIPT.			
9'-10' Ceilings: additional 5%	NA		
PERMITS, INSPECTION & PLAN REVIEW FEES (NOT INCLUDED IN THIS ESTIMATE)		TBD	TBD
Clean Up/ Waste Disposal		YES	INCLUDED
Total Cost of Labor and Materials		YES	INCLUDED

QUOTE	$35,750
DEPOSIT TO INITIATE PROJECT*	NA

WORKERS/SUBCONTRACTORS- The Ideation Factory LLC uses only quality tradesmen and subcontractors. All tradesmen, subcontractors and other workers on this project are covered under the Contractor's surety bond and insurance. Unforseen issues may arise during the completion of the work. If the issues arise The Ideation Factory LLC technicians will inform the customer of the issues and potential solutions. The customer can decide on a solution, inform the technician, and sign an addendum authorizing the additional work or deletion of work. Rough-in of plumbing by original builder must be in good working condition, existing plumbing to be in good working condition. This estimate is based on available breaker space in electrical panel, existing electric in good working order, no changes to existing electric is included. Tile installation is based on standard 12"x12" size porcelain or ceramic tile, installed square unless otherwise specified. Tile listellos including mosaics, accents, and cut-ins can be supplied at an extra charge unless otherwise specified. All final payments are due upon completion of the job, unless other arrangements have been made prior to starting the job, a down-payment of 35% is required before work can be started (DOES NOT INCLUDE CABNETRY or BUILDING MATERIALS). If payment is not made upon completion of the job and payment is not tendered within 30 days, interest will accrue at the rate of 2% per month or $35.00 per month, whichever fee is greater from the date work was completed. Deposit Payments are not refundable, unless deposit is more than 20% of total project price, deposit amounts above 20% can be refunded. Material allowances such as flooring are subject to in store selection. Do to the inherent nature of the drywall installation process you may get some dust throughout your space. We will do what we can to prevent this dust from It is recommended on the day of hanging (drywall day #1) that you do not run your furnace until work has been completed for that day as well as the final day where sanding will be done. Weee will do as much as possible to cntain dust and debris on this project. All premium stones such as quartz and silestone will be priced at the premium stone rate, all secondary stones such as some granite will be priced at the secondary stone rate. Inherent to grout manufacturers are natural variations of grout color that are considered normal depending on color, batch and air conditions. Pictures taken during or after project completion are considered our work product and may be used on our website, advertising our work or other forms of media. If either party to this Contract breaches or attempts to breach any of the terms hereof or if either party fails to make any payments when due under this Contract or any Payment Plan associated with this contract, that party shall pay to the non-defaulting party as part of a judgment all of the non-defaulting party's costs and expenses, including reasonable legal fees, incurred by that party in enforcing the terms of this Agreement or collecting any payment due under this Contract. Acceptable forms of payment include: cash, personal check, cashier's check, certified check,

PERMITS- Village/ City/ County Permits may be required for this project. If you choose not to go through permits please sign below. Your signature indemnifies The Ideation Factory from any work, additional work, or fines associated w/any mandates carried forth by the permitting party. You, as the homeowner, are solely responsible.

18063 Dixie Highway Electric

18063 Dixie Highway
Homewood IL

Submitted By:

Serna Construcrion Group

332 Aster Dr
Minooka IL 60447

Mobile: (815) 545-2096

dnlumbing23@gmail.com
sernaconstructiongroup1@gmail.com

Plumbing # 055-044760
Electrical # 24-00033680

Serna Construcrion Group
332 Aster Dr
Minooka IL 60447

Mobile: (815) 545-2096

dnlumbing23@gmail.com
sernaconstructiongroup1@gmail.com

Plumbing # 055-044760
Electrical # 24-00033680

Estimator

Edgar Serna

Mobile: [redacted]

[redacted]

Customer

Errol
The Ideation Factory

Job Site

18063 Dixie Highway
18063 Dixie Highway
Homewood IL

Estimate

Job Name	18063 Dixie Highway Electric
Job Number	968
Issue Date	August 8, 2025
Valid Until	September 7, 2025

Item	Quantity	Amount
Electrical new panel upgrade *Includes labor and materials* *Remove old panel and disconnect* *Install new main panel with main disconnect* *100amp 30 space* *Reconnect sub panel to new panel.* *Install all new breakers for existing circuits.* *Bond and ground water heater* *Run new #3 wires from meter socket to new panel*	**1 Ea**	**$7,300.00**
Meter socket upgrade *If requested by village* *Labor and materials* *Install new meter socket up to code* *Run new wires to main disconnect overhead* *Chance out piping above ground to weather head*	**1 Ea**	**$2,500.00**
Exteror soffit lighting upgrade - 4 fixtures total *Labor and materials* *Replace 4 existing ballast fixtures with LED*	**1 Ea**	**$1,600.00**
Price		**$11,400.00**

FASTSIGNS
Make Your Statement

7038 W 183rd St.
Tinley Park, IL 60477
(708) 840-3070

fastsigns.com/2358

EST
EST-5110

Payment Terms: Cash Customer

Created Date: 8/8/2025

DESCRIPTION: Decals

Bill To: Beyond The Book
18063 Dixie Hwy
Homewood, IL 60430
US

Installed: Beyond The Book
18063 dixie Hwy
Homewood, IL 60430
US

Requested By: Tonia Davis
[redacted]

Salesperson: Lauren Brazel
Email: fastsigns.2358@fastsigns.com

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	**Awning Decal**	1	$89.10	$89.10
1.1	**Vinyl STANDARD (GLOSS) - Vinyl** **Part Qty:** 1 **Width:** 108.00" **Height:** 11.00"			
1.2	**Laminate STANDARD (GLOSS) - Laminate** **Part Qty:** 1 **Width:** 108.00" **Height:** 11.00"			
2	**Window Decal**	1	$104.99	$104.99
2.1	**Vinyl STANDARD (GLOSS) - Vinyl** **Part Qty:** 1 **Width:** 28.00" **Height:** 50.00"			
2.2	**Laminate STANDARD (GLOSS) - Laminate** **Part Qty:** 1 **Width:** 28.00" **Height:** 50.00"			
3	**Installation**	1	$250.00	$250.00
3.1	**Services INSTALLATION - Installation** - # of Hours: 2			

Subtotal:	$444.09
Taxes:	$18.93
Grand Total:	$463.02

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Economic Development Incentives – 18065 Harwood Avenue

PURPOSE

Fred Sierzega, owner of the property, has applied for incentives from the Village to offset the cost of replacing the air compressor for the fire sprinkler system on the first floor of the building located at 18065 Harwood Avenue within the Village's B-2 Downtown Transition zoning district. The project's cost is approximately $3,478. Staff recommends approval of $1,739 in reimbursement from the Business Incentive Program to cover 50% of the cost.

PROCESS

The Village created the Business Incentive Program to provide financial assistance for the improvement and maintenance of commercial buildings which would increase the assessed valuation and marketability of the area. The goals of this program include promoting the revitalization of properties, assisting with upgrades to buildings, and attracting and expanding retail.

Staff reviewed the application for eligibility under the Business Incentive Program, which was established to provide incentives to properties outside of a TIF district through three (3) programs: *Façade and Property Improvements, Go Green, and Retail Enhancements*. These programs allow reimbursement of up to 50% of the eligible costs.

The Façade and Property Improvement Program aims to promote revitalization by offering financial assistance for the improvement and maintenance of existing commercial buildings. Eligible expenses encompass upgrades to the building. The total cost is $3,478, and this program provides 50% reimbursement of approved expenditures (up to $25,000). The maximum incentive available under this program is $1,739, which is 50% of the total cost.

This amount is consistent with the level of incentives offered to previous applicants. The funds provided by the Village would reimburse the applicant for actual expenses incurred. Costs would be reimbursed only after receipt of the payments are submitted to and approved by staff.

OUTCOME

Many commercial buildings in Homewood incur costs related to upgrading their spaces and ensuring compliance with fire and building codes. The recommended funding will be utilized to implement permanent improvements to the building that will enhance the long-term viability of the space.

FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** $101,233
- **Cost:** $1,739

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass a resolution authorizing the Village President to enter into an incentive agreement with Fred Sierzega to provide financial assistance from the non-TIF Business Incentive Program for $1,739 for building improvements at 18065 Harwood Avenue.

ATTACHMENT(S)

- Resolution
- Incentive Agreement
- Application

RESOLUTION NO. R-3233

A RESOLUTION APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND SIERZEGA PROPERTIES LLC FOR PROPERTY AT 18065 HARWOOD AVENUE UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

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

WHEREAS, Fred Sierzega on behalf of Sierzega Properties LLC has submitted a request to be partially reimbursed for the cost to replace the air compressor for the fire sprinkler system at the property at 18065 Harwood Avenue; and

WHEREAS, maintaining the fire suppression system in commercial buildings promotes public safety and enhances the commercial viability of this property and the downtown area; and

WHEREAS, the President and Board of Trustees of the Village of Homewood find it to be in the Village's best interest to enter into the agreement attached as Exhibit A.

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

SECTION ONE – APPROVAL OF REDEVELOPMENT AGREEMENT:

The redevelopment agreement attached as Exhibit A to this resolution is approved and the Village President is authorized to execute the same on behalf of the Village.

SECTION TWO – EFFECTIVE DATE:

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

PASSED and APPROVED this 26th day of August, 2025

_____
Village President

ATTEST:

_____
Village Clerk

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

EXHIBIT A

AGREEMENT TO REIMBURSE ELIGIBLE EXPENSES FOR IMPROVEMENTS TO THE PROPERTY LOCATED AT 18065 HARWOOD AVENUE UNDER THE VILLAGE OF HOMEWOOD BUSINESS INCENTIVE PROGRAM

This Agreement is made and entered into on August 26, 2025, between Sierzega Properties LLC ("Owner") and the Village of Homewood, an Illinois municipal corporation ("Village").

WHEREAS, Owner has requested financial assistance from the Village to upgrade an existing property within the village's B-2 downtown transition district, including a new air compressor for the fire sprinkler system; and

WHEREAS, the Owner has obtained bids totaling $3,478; and

WHEREAS, the Village is desirous of the commercial building improvements within downtown Homewood, thereby enhancing the economic viability of the village; and

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

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

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

1. As authorized by the President and Board of Trustees of the Village of Homewood on August 26, 2025, and subject to the terms of this Agreement, the Village of Homewood agrees to reimburse the Owner for the cost of certain rehabilitation work to be undertaken on the property commonly known as 18065 Harwood Avenue, Homewood, Illinois ("Property"), located in the B-2 Downtown Transition District as defined by the Homewood Zoning Ordinance. The legal description of the Property is attached as Exhibit A to this Agreement.

2. The work eligible for reimbursement ("Work") is described in Exhibit B to this Agreement. The Owner has submitted supporting bids totaling $3,478. The Village

agrees to reimburse Owner $1,739, representing fifty percent (50%) of the cost of said Work.

3. Owner shall be responsible for executing all contracts in connection with said Work and ensuring that the Work is completed in accordance with said contracts. The Owner shall furnish the Village with copies of all contracts for said Work. All Work shall comply with all local codes.

4. Within sixty (60) days of the completion of the Work contemplated under this agreement, the Owner shall submit a written reimbursement request to the Village's Community Development Department along with the following documentation:

A. Copies of cancelled check(s) or other evidence that Owner has paid for the Work;
B. Lien waivers from all general contractors, subcontractors, and materialmen who provided services or materials for the Work.

5. Failure to submit a written reimbursement request within sixty (60) days of the completion of the Work contemplated under this agreement shall be grounds for the Village to deny reimbursement. Owner's failure to submit a reimbursement request shall not constitute a default under this Agreement.

6. Changes, additions, revisions, or deletions to the plans and/or construction documents originally submitted to the Village must be approved by the Village in writing. The Village will review such proposed changes within a reasonable time. However, the Village assumes no responsibility for any delay or additional cost incurred because of this requirement. Final construction shall comply with the approved plans.

7. Owner shall not be entitled to reimbursement from the Village under this Agreement if the final construction deviates from the previously approved plans and/or does not comply with all local codes.

8. Owner shall allow Village inspectors reasonable access to the Property to determine that the Work complies with the approved plans and local codes.

9. Owner shall require all contractors performing the Work to provide worker's compensation and liability insurance in amounts satisfactory to the Village, naming the Village and the Owner as additional insured.

10. Owner agrees to comply with all Federal, State, and local laws and regulations. Owner also agrees that it will notify all contractors and subcontractors of their obligation to comply with the Prevailing Wage Act if applicable.

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

12. Owner hereby agrees to complete Work within twelve (12) months of the execution of this agreement. Failure to complete said Work shall constitute a default under this Agreement.

13. Upon completion of the Work, the Owner hereby agrees to maintain the subject property, including landscaping, in compliance with all applicable Village codes. Failure to comply with Village codes constitutes a default under this Agreement.

14. Should either party be in default under this Agreement, the non-defaulting party shall give written notice of such default by certified mail with postage prepaid, or by personal delivery. Notice by certified mail shall be considered given when deposited in the United States mail. Should such default remain uncured twenty-one (21) days after the giving of such notice, the non-defaulting party shall have the right to terminate this Agreement by giving written notice of such termination in the same manner and under the same terms as the notice of default. Either party may also seek to enforce its rights under this Agreement as authorized by law.

15. Should either party initiate litigation against the other to enforce the terms of this Agreement, the successful litigant shall be entitled to recover court costs and reasonable attorney fees.

16. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

18. This Agreement does not constitute a general obligation of the Village and Owner acknowledges that the Village has no obligation hereunder to make any payments to Owner from any funds other than the Downtown Homewood Business Incentive Program Fund.

19. In the event of a conflict in the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control and govern.

20. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

21. Notices under this Agreement shall be sent as follows:

To the Village:
Village Manager
Village of Homewood
2020 Chestnut Rd.
Homewood IL 60430

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

To the Owner:
Sierzega Properties LLC
Attn: Fred Sierzega
18145 Rockwell Avenue
Homewood IL 60430

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

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

VILLAGE OF HOMEWOOD	SIERZEGA PROPERTIES LLC
By:_____ Village President	By:_____ Fred Sierzega, Manager
ATTEST:	Signed and sworn to before me on _____, 2025
_____ Village Clerk	_____ Notary Public

EXHIBIT A

Legal Description:

Units C-1 and C-2 together with their undivided percentage interest in the common elements in 18065 Harwood Condominium as delineated and defined in the declaration recorded as Document No. 9021039030, in the Northeast ¼ of the Southwest ¼ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 18065 Harwood Avenue, Homewood, IL 60430

PIN: 29-31-310-020-1001

EXHIBIT B

Description of Work	Cost
New Air Compressor for Fire Sprinkler System	$3,478

THE VILLAGE OF HOMEWOOD
1893

VILLAGE OF HOMEWOOD
BUSINESS INCENTIVE PROGRAM APPLICATION
GO GREEN/RETAIL ENHANCEMENT/ FAÇADE & PROPERTY IMPROVEMENT

Description of Property for Improvement

Street Address: 18045 HARWOOD AVE, UNIT C1, HOMEWOOD, IL 60430

Property Index Number(s): 29-31-310-020-1001 SUZIE'S HALLMARK

General Description of Project REMOVE AND REPLACE 2HP AIR COMPRESSOR FOR SPRINKLER SYSTEM, 2ND FLOOR DRY SYSTEM.
OLD COMPRESSOR FAILED AND TRIPPED ALARM, NO WATER FLOWED OUT THE HOMEWOOD FIRE DEPT. RESPONDED

Estimated project cost: $3,477.50

Anticipated Start Date: JULY 19, 2025 **Anticipated Completion Date:** JULY 19, 2025

Program requested:

☐ Go Green Rewards ☐ Retail Enhancement ☒ Façade & Property Improvement

History of Previous Funding

Have you previously received funds from the Village: ☐ Yes ☒ No

If yes, when and what was the scope of work?

Applicant

Name: FRED SIERZEGA **Telephone:** [redacted]

Address: [redacted]

City, State: HOMEWOOD, IL **Zip Code:** 60430

Email Address: [redacted]

Property Owner (IF DIFFERENT THAN APPLICANT – WRITTEN CONSENT REQUIRED)

Name: **Telephone:**

Address:

City, State: **Zip Code:**

Email Address:

Statement of Understanding/Applicant's Signature Fred Sierzega

Participation in the Business Assistance Programs implies that the applicant agrees to meet all Federal, State and local codes and ordinances including, but not limited to, Americans with Disabilities Act, Illinois State Plumbing Code, Village of Homewood building and property maintenance codes, and Village of Homewood zoning ordinance.

Applicant's signature: Fred Sierzega **Date:** AUG 7, 2025

ADDITIONAL DOCUMENTATION IS REQUIRED FOR SUBMITTAL; PLEASE SEE ATTACHED LIST FOR REQUIREMENTS FOR THE APPLICABLE PROGRAM

Midwest Fire Suppression, Inc.
P.O. Box 69
New Lenox, IL 60451
Voice:815-722-3111
Fax: 815-722-3145

INVOICE

Invoice Number: 14645
Invoice Date: Jun 19, 2025
Page: 1

Bill To:	Ship to:
Suzie's Hallmark [redacted] Homewood, IL 60430	Suzie's Hallmark 18065 Harwood Ave Homewood, IL

Customer ID	Customer PO	Payment Terms	
2579		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
1005			7/19/25

Quantity	Description	Unit Price	Amount
	To invoice for material and labor to drain system, replace air compressor, and place system back in service		
2.00	Straight Time Labor	151.25	302.50
1.00	Labor and Material - 2hp Air Compressor	3,175.00	3,175.00

TOTAL INVOICE AMOUNT	3,477.50

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Director of Public Works

Topic: Contract for Tree Grate Replacements

PURPOSE

Staff recommends that the Village Board waive competitive bidding and award a contract to C&T Lawn Care, Inc. of Lynwood, IL in the amount of $48,350 for the conversion of 45 tree rings and the installation of porous pave material along Dixie Highway and a portion of Martin Avenue.

PROCESS

The existing tree rings have deteriorated over time, creating uneven surfaces and potential trip hazards for pedestrians. Converting the tree rings to porous pave eliminates these hazards, provides a durable and low-maintenance solution, and enhances stormwater infiltration within the Central Business District. This project aligns with the Village's ongoing efforts to improve pedestrian safety, support streetscape enhancements, and incorporate sustainable infrastructure improvements.

At the October 8, 2024 Village Board meeting, C&T Lawn Care was selected to replace 66 tree grates and concrete rings within the Central Business District. The contractor successfully completed the work in an efficient and effective manner. Awarding this project directly to C&T Lawn Care will allow the Village to maintain continuity of workmanship, ensure proper installation of the porous material, and meet established project timelines.

Upon Board approval, Public Works will coordinate with C&T Lawn Care to begin the conversion work in fall 2025, with completion anticipated within the current construction season.

OUTCOME

This project will eliminate trip hazards, improve pedestrian safety, and create a permanent porous surface that enhances stormwater infiltration and prevents hazards associated with traditional metal grates or concrete rings. Completing this project will provide consistent streetscape improvements, reinforce the Village's commitment to public safety, and advance long-term goals for sustainable infrastructure.

FINANCIAL IMPACT

- **Funding Source:** 2024 General Obligation Bond Proceeds
- **Budgeted Amount:** $75,000
- **Cost:** $48,350

LEGAL REVIEW

None

RECOMMENDED BOARD ACTION

Waive competitive bidding due to utilizing a vendor currently under contract; and, award a contract to C&T Lawn Care, Inc. of Lynwood, IL in the amount of $48,350 for the conversion of 45 tree rings and the installation of porous pave along Dixie Highway and a portion of Martin Avenue.

ATTACHMENT(S)

- Proposal to Convert and Update 45 Tree Rings
- Proposal for Porous Pave
- Map of Project Area

Lawn & Landscape

1580 Vollmer Road • Lynwood, Illinois 60411
(708) 596-2320 • (219) 789-2320
Fax: (708) 596-2856 • www.CTlawn.net

PROPOSAL

To: Village of Homewood

Attn: Bryon Doerr

July 24, 2025

For Work At: Tree Rings along Dixie HWY.

Covert/update 45x existing tree rings along Dixie HWY.

- We will be removing concrete rings and rebar associated with the site.
- Rings will be filled with CA6 stone and compact to 95% fill up 6"/grade to brick pavers. Pavers will be put back in soldier course when finished with the removal.
- Install snap edging paver restraint with spikes.
- Debris will be dumped at Homewood Public Works.

Total: $31,770.00

** We are not responsible for any damage to lines not marked by Utilities or the Facility/owner.*

Terms: Balance Due Day Of Completion Of Work
1½% per month interest paid on all past due invoices
(Cash, Check, and all major Credit Cards Accepted)

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

By _____

Respectfully submitted,

C & T LAWN AND LANDSCAPE

By _____

1580 Vollmer Road • Lynwood, Illinois 60411
(708) 596-2320 • (219) 789-2320
Fax: (708) 596-2856 • www.CTlawn.net

PROPOSAL

To: Village of Homewood

August 18, 2025

Attn: Bryon Doerr

For Work At: Porous Pave along Dixie HWY

Install Porous Pave over tree rings on Dixie HWY

- Mix and pour Porous Pave over stone inside the tree rings. Stone will be raked as needed.
- Material will be provided by the Village of Homewood.

Total: $16,580.00

** We are not responsible for any damage to lines not marked by Utilities or the Facility/owner.*

Terms: Balance Due Day Of Completion Of Work
1½% per month interest paid on all past due invoices
(Cash, Check, and all major Credit Cards Accepted)

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

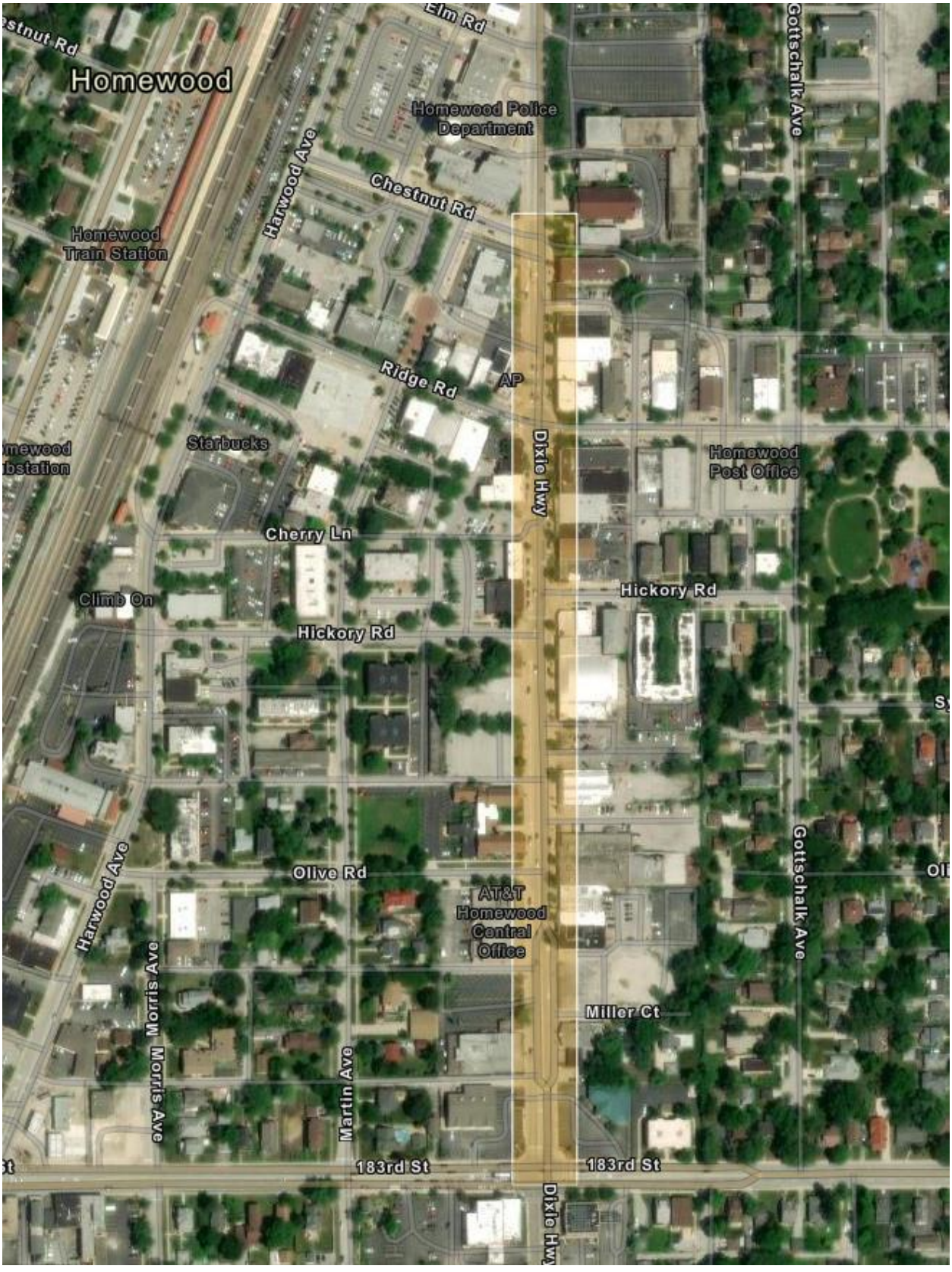
By _____

Respectfully submitted,

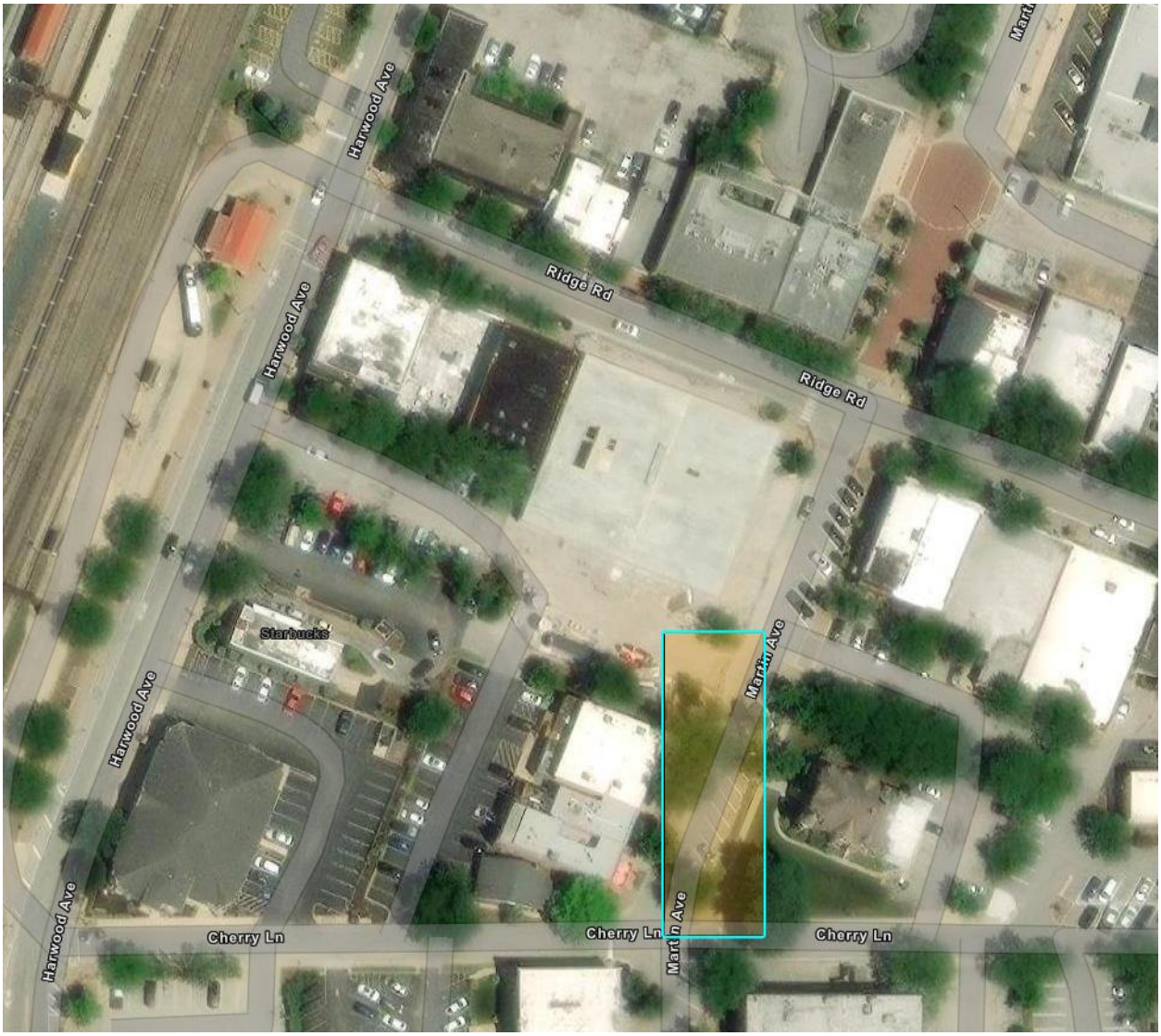
C & T LAWN AND LANDSCAPE

By _____

Map for Tree Grates to be converted on Dixie Hwy. from Chestnut Rd. to 183rd St.



Map for Tree Grates to be converted on Martin Ave.



VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Intergovernmental Agreement

PURPOSE

Staff is requesting approval of an intergovernmental agreement (IA) between the Village of Homewood and Homewood-Flossmoor (HF) Park District to facilitate the transfer of property from the HF Park District to the the Village of Homewood. As part of the agreement, Homewood-Flossmoor Park District would transfer the park district-owned property located at 18355 Pierce Avenue, known as Tower Park, to the Village of Homewood in the amount of $5,000.

PROCESS

Over the past few months, Village staff has met with park district leadership to discuss a potential intergovernmental agreement (IGA) for the transfer of park district-owned land located behind the Village's landscape and maintenance facility. While the Village currently maintains the property surrounding Tower Park, the playground area has historically been maintained by the park district. However, in recent years the Village has assisted with upkeep of the playground area as well.

The park district has determined that reallocating their resources to other facilities would better serve its constituents, due to limited staffing and low park usage. Both parties agreed that, due to the property's close proximity to existing Village facilities, it would be more practical for the Village to assume ownership of the property.

Although no funding has been budgeted for improvements at this time, Village staff understands that the property could serve a variety of future public uses. These possibilities remain subject to further staff review and discussion. In the meantime, Village staff will continue maintaining the property until a final determination on its use is made.

OUTCOME

With the acquisition of the playground area, the Village will gain full site control of Tower Park. This will create opportunities to repurpose the space for public uses or to accommodate future infrastructure needs.

Tower Park Playground

Tower Park Aerial View

FINANCIAL IMPACT

- **Funding Source:** General Operating
- **Budgeted Amount:** $0
- **Budget Amendment Request:** $5,000
- **Cost:** $5,000

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of $5,000; and, pass an ordinance authorizing the Village President to enter into an intergovernmental agreement between the Village of Homewood and the Homewood-Flossmoor Park District facilitating the transfer of the property at 18335 Pierce Avenue to the Village of Homewood.

ATTACHMENT(S)

- Ordinance
- Intergovernmental agreement

ORDINANCE M-2367

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AND THE HOMEWOOD-FLOSSMOOR PARK DISTRICT FOR THE PURCHASE OF REAL PROPERTY AT 18355 PIERCE AVENUE BY THE VILLAGE OF HOMEWOOD

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., authorize units of local government to contract and cooperate in the performance of their respective functions; and

WHEREAS, Section 10-7(a) of the Park District Code (70 ILCS 1205/10-7(a)) authorizes any park district owning and holding any real estate to sell that property to another unit of local government for public use; and

WHEREAS, Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) authorizes a municipality to acquire and hold real property for corporate purposes; and

WHEREAS, the Park District owns real property at 18355 Pierce Avenue, in the Village of Homewood, called Tower Park (the "Property") that it has offered to sell to the Village; and

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

SECTION ONE – APPROVAL OF INTERGOVERNMENTAL AGREEMENT.

(a) The intergovernmental agreement attached as Exhibit A is hereby approved and the Village President is authorized to execute the agreement.

(b) The Village Attorney or his nominee is authorized to close the purchase on behalf of the Village. The Village Attorney or his nominee, elected officials, and members of the Village staff, as appropriate, are authorized to execute all documents necessary to complete this transaction.

SECTION TWO – EFFECTIVE DATE.

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

PASSED AND APPROVED this 26th day of August, 2025.

By: _____
Village President

ATTEST:

_____
Village Clerk

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

Intergovernmental Agreement Between the Village of Homewood and the Homewood-Flossmoor Park District Regarding the Transfer of Property at 18355 Pierce Ave., known as Tower Park

This Intergovernmental Agreement ("Agreement") is signed on _____, 2025, between the Village of Homewood, an Illinois municipal corporation ("Homewood"), and the Homewood-Flossmoor Park District, an Illinois park district organized under the Park District Code ("Park District") (collectively, the "Parties").

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract and cooperate with one another in the performance of their respective functions; and

WHEREAS, Section 10-7(a) of the Park District Code (70 ILCS 1205/10-7(a) authorizes any park district owning and holding any real estate to sell that property to another unit of local government for public use; and

WHEREAS, Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8) authorizes a municipality to acquire and hold real property for corporate purposes; and

WHEREAS, the Park District is the owner of certain real property at 18355 Pierce Avenue, in the Village of Homewood called Tower Park and described in Exhibit A (the "Property"); and

WHEREAS, the Park District agrees to convey the Property to Homewood for Five Thousand Dollars ($5,000.00), and the Parties desire to set forth their respective rights and obligations in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Conveyance of Property

The Park District shall convey to Homewood good and merchantable title to the Property by recordable Warranty Deed. Title when conveyed will be good and merchantable, subject only to covenants, conditions, and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

Before closing, the Park District shall remove all existing playground equipment from the site, except for the caterpillar climbing structure. The Seller shall deliver possession to the Buyer at Closing. This Contract is for the sale and purchase of the Real Estate in its "AS IS" condition as of the date both Parties approve this agreement.

2. Purchase Price

Homewood shall pay the Park District Five Thousand Dollars ($5,000.00) upon execution and delivery of the deed.

3. Closing

The closing of the transaction shall occur by September 22, 2025, at a mutually agreed location. The Park District shall deliver a duly executed deed and any other documents necessary to effectuate the transfer.

4. Costs and Expenses

Homewood shall pay all closing costs, including recording fees, survey, and title insurance, and escrow agent fees.

5. Title

At Buyer's expense, Buyer will obtain a title commitment for an ALTA title insurance policy in the amount of the Purchase Price, subject only to covenants, conditions and restrictions of record and building lines and easements, if any, provided

they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

6. Plat of Survey

Buyer may, at Buyer's expense, obtain a Plat of Survey prepared by a professional land surveyor licensed to practice land surveying under the laws of the State of Illinois.

7. Representations

Each Party represents that it has the authority to enter into this Agreement and that all necessary approvals have been or will be obtained before closing.

Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller is not aware of, nor has Seller received any written notification from any association or governmental entity regarding:

(a) boundary line disputes;
(b) any pending condemnation or Eminent Domain proceeding;
(c) easements or claims of easements not shown on the public records;
(d) any hazardous waste on the Real Estate;

All Seller representations shall be deemed re-made as of Closing. If, before Closing, Seller becomes aware of matters that require modification of the representations previously made in this Paragraph, Seller shall promptly notify Buyer. If the issues specified in such Notice are not resolved before Closing, Buyer may terminate this Contract by Notice to Seller, and this Contract shall be terminated.

8. Indemnification

Each Party agrees to indemnify and hold harmless the other from any claims arising from its acts or omissions in connection with this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or understandings.

10. Amendments

This Agreement may be amended only by a written instrument executed by both Parties.

11. Governing Law

The laws of the State of Illinois shall govern this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Village of Homewood

By: _____

Name:

Title:

Homewood-Flossmoor Park District

By: _____

Name:

Title:

Exhibit A – Description of Property and PIN

A parcel with approximate dimensions of 135 feet x 184 feet originally dedicated to the Homewood Park District in the Plat of Subdivision titled "Anderson's First Addition" recorded at the Office of the Cook County Recorder of Deeds on September 8, 1961 as document number 18270430.

PIN: 32-05-120-001-0000

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Joshua Burman, Director of Public Works

Topic: Purchase Approval – Crack Sealer Machine

PURPOSE

The Public Works Department requests Village Board approval to purchase a 2025 Crafco Super Shot 60 Diesel from Crafco, Inc. of DeKalb, IL, in the amount of $60,581.40, for use in crack sealing operations. The current unit, a 1999 Crafco 100D, is inoperable and has exceeded its useful life. Although repairs are technically possible, the equipment is fully depreciated, obsolete with few available parts, and no longer a cost-effective option.

PROCESS

Crack sealing is a cost-effective road maintenance method used to extend the life of asphalt pavement by preventing water and debris from entering surface cracks. The process involves cleaning the cracks and filling them with a rubberized asphalt sealant to create a waterproof barrier, which slows deterioration, reduces the spread of cracks, and delays costly repairs. Commonly applied to roads, parking lots, and runways, crack sealing is most effective when done early and can add several years to a pavement's service life.

Equipment Replacement Methodology

On an annual basis, during budgeting season, the Public Works Fleet Division assesses the condition of all vehicles and equipment scheduled for replacement. During the assessment of the department's 1999 Crafco 100D crack sealing machine, staff determined that it is no longer a viable asset. The estimates for repairs, which include injectors, an injector pump, burner assembly, and tank jacket oiler, total $4,200. Due to the age of the equipment, its fully depreciated status, and the likelihood of additional future failures, staff determined that repairing the equipment would not be a cost-effective or sustainable solution.

Options for Replacement Equipment

Public Works evaluated several replacement options that would meet the Village's operational needs and align with the equipment renewal schedule. Staff identified the 2025 Crafco Super

Shot 60 Diesel as the preferred model. This model offers modern performance, safety features, and a 20-year expected service life. A formal quote was obtained, confirming the purchase cost of $60,581.40.

Figure 1: 2025 Crafco Super Shot 60

In order to ensure best pricing and sound procurement practices, the purchase will be made through Sourcewell, a national cooperative purchasing program. Sourcewell is a government agency that establishes competitively solicited contracts on behalf of member municipalities, providing access to volume pricing and streamlined procurement. Leveraging Sourcewell allows the Village to secure favorable pricing while remaining compliant with purchasing requirements.

If approved by the Village Board, staff will move forward with purchasing the equipment using budgeted funds through the Sourcewell cooperative contract. Delivery is expected within the current fiscal year. Upon delivery, fleet services will prepare the machine for operational use, and Public Works crews will deploy the unit as part of the ongoing roadway pavement preservation program.

OUTCOME

Approval of this purchase provides the Village with a reliable and modern crack sealing machine. As a result, Public Works can continue with its efforts to maximize the longevity of our roadways and complete roadway maintenance safely, efficiently, and on schedule. Residents and motorists will also benefit from smoother, safer, and longer-lasting streets.

FINANCIAL IMPACT

- **Funding Source:** General Capital
- **Budgeted Amount:** $750,000 (Vehicle & Equipment Replacement)
- **Cost:** $60,581.40

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Waive competitive bidding due to purchasing through a joint governmental or cooperative purchasing program; and, authorize the purchase of one (1) 2025 Crafco Super Shot 60 Diesel asphalt crack sealing machine from Crafco, Inc. of DeKalb, IL in the amount of $60,581.40.

ATTACHMENT(S)

- Sourcewell Pricing Worksheet
- Vehicle/Equipment Evaluation Form
- Equipment Replacement Justification

SOURCEWELL PRICING WORKSHEET Contract #050625-CFC

DATE: 7/28/2025

PURCHASING AGENCY	CONTRACTOR	AUTHORIZED DISTRIBUTOR
Village of Homewood	Crafco, Inc.	Sherwin Industries, Inc
James Anderson	Angie Hoaglin	Randy S Jackson
708-2069-2912	602-276-0406	414-281-6400
	480-961-0513	414-281-0691
janderson@homewoodil.gov	angie.hoaglin@crafco.com	rjackson@sherwinindustries.ccom
17755 S Ashland Homewood, IL 60430		

EQUIPMENT PART #/DESCRIPTION:		Discounted Contract Price
Part Number	Description	Price
58700N	SuperShot 60 Diesel	$58,455.00

EQUIPMENT OPTIONS: (Listed in Contract)

Price for options requiring mutiple units please list the total price not the each price.

QTY/Part #/Description	Price	QTY/Part #/Description	Price
1/24227/7 Pin Flat Connector	$0.00		$ -
1/20014/3" Pintle Hitch	$126.40		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		Subtotal:	$ 126.40

UNPUBLISHED OPTIONS: (Items not shown it the Contract Price List)

Price for options requiring mutiple units please list the total price not the each price.

QTY/Part #/Description	Price	QTY/Part #/Description	Price
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
		Subtotal:	$ -
	QUANTITY 1	Equipment Total:	$ 58,581.40

MATERIALS: (Listed in Contract Price list)

Part #/Description	Units	Price/unit	TOTAL
		$ -	$ -
		$ -	$ -
		$ -	$ -
		Material Total:	$ -

TRADE-INS/DISC./FREIGHT/TAX

Description	Price	Description	Price
Freight	$ 2,000.0000		$ -
	$ -		$ -
	$ -		$ -
		Subtotal	$ 2,000.0000
		TOTAL:	$ 60,581.4000

Crafco Approval By: Date: 7/28/2025

Angie Hoaglin

Not Valid Without Approval

VEHICLE/EQUIPMENT EVALUATION FORM

Date of Evaluation: 8/28/2024

Vehicle Number: 306
Year: 1999
Make: CRAFCO
Model: 100D
Usage Type: PW STREET

Life-to-date usage miles: NA
Years in service: 25
Year scheduled for replacement: 2023

Drivetrain Condition:

Engine	Average for miles/hours:	☐	Needs work:	☒
Transmission	Average for miles/hours:	☐	Needs work:	☐
Differential	Average for miles/hours:	☐	Needs work:	☐

Body Condition:

Undercarriage	Average for mileage/year:	☐	Fair:	☐	Poor:	☒
Sheet Metal	Average for mileage/year:	☐	Fair:	☐	Poor:	☒
Interior	Average for mileage/year:	☐	Fair:	☐	Poor:	☐

Alternatives:

Retain
- ☐ keep as is/evaluate annually
- ☐ partially rebuild
- ☐ completely rebuild
- ☐ modify w/attachments and options
- ☐ shift to lighter duty application

Dispose
- ☐ Trade-in
- ☒ Sell by Village or auction
  - ☐ As is/no sale prep costs
  - ☐ Incur minimum sale prep. Costs
  - ☐ Disassemble/sell components

Replacement
- ☒ replace w/updated similar vehicle/equipment
- ☐ replace w/rented vehicle equipment as needed
- ☐ replace w/multi-functional vehicle/equipment
- ☐ replace with Fleet recycled vehicle

Notes:

This is a Public Works Street Dept asphalt crack sealer, it has served its purpose however, it is past the useful stage of reliability.

Joe Mancini
Vehicle Maintenance Supervisor

EQUIPMENT REPLACEMENT JUSTIFICATION

	Yes	No
Is this a **replacement** vehicle?	X	
Is this an **additional** vehicle?		X

Vehicle #	306-000
Year	1999
Make	CRAFCO
Model	100D
Hours/Mileage	
Department	PUBLIC WORKS
Division	STREETS

Common issues with vehicle & price to repair:

INJECTORS	$700.00
INJECTOR PUMP	$1,100.00
BURNER ASSEMBLY	$1,500.00
TANK JACKET OIL	$900.00
	$4,200.00

List of additional equipment necessary to purchase

	$0.00

Vehicle Replacement Cost	$65,576.00
Budget Amount	$66,000.00

Additional Notes:

PUBLIC WORKS STREET DEPT ASPHAULT CRACK SEALER

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Bob Grabowski, Fire Chief

Topic: Purchase Approval – Fire Department Shift Commander Vehicle

PURPOSE

Staff is requesting that the Board approve the purchase of one (1) 2025 Ford Expedition from Ford of Homewood, of Homewood, IL, the lowest bidder, in the amount of $49,661 plus additional equipment and upfitting to the vehicle in an estimated amount of $30,000, for a total estimated amount of $79,661. This replacement vehicle is designated as the "shift commander" vehicle.

PROCESS

To ensure vehicle reliability, which is critical for emergency responses and while minimizing maintenance costs, the Fire Department utilizes a vehicle replacement schedule for all vehicles and equipment. Currently, the fire staff vehicles are on an eight-year replacement schedule. The vehicle being replaced is a 2016 Chevrolet Tahoe which was purchased in 2015 - scheduled for replacement in 2023. Because the vehicle was in relatively good shape and in an attempt to prioritize other budget needs at the time, staff delayed the purchase of this replacement vehicle to the current budget year *2025-2026*.

Shift Commander

The requested replacement vehicle will be assigned to the duty Shift Commander *(often a Fire Captain or a Fire Lieutenant in the captain's absence).* The shift commander is the senior officer who oversees all fire and emergency operations during their shift. The shift commander is typically the first vehicle to leave the station for major response and emergency calls. The shift commander needs to arrive on the scene ahead of the ambulance and/or fire engines to better assess the on-scene emergency.

Shift Commander Vehicle

The shift commander vehicle plays a vital role in daily operations. The vehicle is filled with equipment and resources that may needed for emergencies. The vehicle also serves as a mobile command post, allowing the shift commander to manage emergency scenes directly from the field using communications equipment, mapping tools, and incident command resources. The

vehicle enables rapid response to incidents, ensuring timely assessment and coordination of personnel and resources prior to the arrival of fire apparatus and even ambulances.

Purchase Options – Chevrolet to Ford

The Fire Department's maintenance committee and the certified mechanics at Public Works discussed the vehicle purchase options and decided that a Ford Expedition would better serve staff as the replacement vehicle. Staff solicited and received three bids for a 2025 Ford Expedition with the results listed below.

Dealership	***Vehicle Cost***
Ford of Homewood, Homewood, IL	$49,661.00
Currie Motors, Frankfort, IL	$50,411.00
Joe Rizza Ford, Orland Park, IL	$51,955.40

Associated Vehicle Equipment and Accessories

The estimated cost for vehicle accessories including lighting, sirens, communication equipment, additional accessories such as vehicle painting and command post equipment is $30,000. These items will be installed after purchase, bringing the total estimated cost to $79,661, which remains below the budgeted amount.

OUTCOME

The approval of this vehicle purchase will allow the Fire Department to replace an important asset of their fleet.

FINANCIAL IMPACT

- **Funding Source:** 2024 General Obligation Bond Proceeds
- **Budgeted Amount:** $100,000
- **Vehicle Cost:** $49,661
- **Outfitting, Painting and Accessories:** *Estimated* $30,000
- **Total Cost:** $79,661

LEGAL REVIEW

Not required

RECOMMENDED BOARD ACTION

Approve the purchase of one (1) 2025 Ford Expedition from Ford of Homewood, of Homewood, IL, the lowest bidder, in the amount of $49,661; and, approve the purchase and installation of lighting, accessories, painting and equipment for an estimated total amount of $79,661.

ATTACHMENT(S)

Vehicle Bids

Preview Order 5555 - U1G 4x4 XL: Order Summary Time of Preview: 02/25/2025 15:01:23 Receipt: NA

Dealership Name: Ford of Homewood, Inc. **Sales Code :** F41050

Dealer Rep.	Bruce Hemminger	**Type**	Fleet	**Vehicle Line**	Expedition	**Order Code**	5555
Customer Name	VILLAGE OF HO	**Priority Code**	F1	**Model Year**	2025	**Price Level**	520

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U1G0 EXPEDITION XL 4X4	$57025	PRICED DORA REQUESTED	$0
TOTAL BASE VEHICLE	$57025	FORD FLEET SPECIAL ADJUSTMENT	$0
AGATE BLACK METALLIC	$0	18" POLICE BLACK STEEL WHEELS	$-250
XL CLOTH CAPT CHAIR SEATS	$0	CONNECT PKG: 1YR INCL.	$0
DARK GRAY	$0	FRONT LICENSE PLATE BRACKET	$0
EQUIPMENT GROUP 102A	$0	SPECIAL DEALER ACCOUNT ADJUSTM	$0
.FORD CO-PILOT360 ASSIST 2.0	$0	SPECIAL FLEET ACCOUNT CREDIT	$0
.3.5L ECOBOOST V6 ENGINE	$0	FUEL CHARGE	$0
.10SPD AUTO TRANS W/SLCTSHFT	$0	NET INVOICE FLEET OPTION (B4A)	$0
P265/70R18E A/T BSW TIRES	$0	ADVERTISING ASSESSMENT	$0
.3.73 RATIO REGULAR AXLE	$0	DESTINATION & DELIVERY	$1995

	MSRP
TOTAL BASE AND OPTIONS	$58770
DISCOUNTS	NA
TOTAL	$58770

ORDERING FIN: QI379 **END USER FIN:** QI379

w/ GPC 3500

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

#49,661

PLUS ALL APPLICABLE TAXES, LICENSE, TITLE, DOC FEES

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

Prepared for:
Homewood Fire Dept
Prepared by: THOMAS SULLIVAN
03/12/2025

Currie Commercial Center | 10125 W. Laraway Frankfort Illinois | 60423

2025 Expedition 4dr 4x4 XL (U1G)

Price Level: 520 | Quote ID: hfdp

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$57,025.00
Options	-$250.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,995.00
Subtotal	$58,770.00
Discount Adjustments	
Discount Adjustments	-$8,359.00
Total	$50,411.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Preview Order 2250 - U1G 4x4 XL: Order Summary **Time of Preview:** 03/12/2025 16:01:31 **Receipt:** NA

Dealership Name: Joe Rizza Ford of Orland Park **Sales Code :** F41053

Dealer Rep.	Patricia Kralik	**Type**	Fleet	**Vehicle Line**	Expedition	**Order Code**	2250
Customer Name	Village	**Priority Code**	G2	**Model Year**	2025	**Price Level**	520

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
U1G0 EXPEDITION XL 4X4	$57025	$54745	.3.73 RATIO REGULAR AXLE	$0	$0
TOTAL BASE VEHICLE	$57025	$53184	PRICED DORA REQUESTED	$0	$0
AGATE BLACK METALLIC	$0	$0	18" POLICE BLACK STEEL WHEELS	$-250	$-235
XL CLOTH CAPT CHAIR SEATS	$0	$0	CONNECT PKG: 1YR INCL.	$0	$0
DARK GRAY	$0	$0	FRONT LICENSE PLATE BRACKET	$0	$0
EQUIPMENT GROUP 102A	$0	$0	SPECIAL FLEET ACCOUNT CREDIT	$0	$-1561
.FORD CO-PILOT360 ASSIST 2.0	$0	$0	FUEL CHARGE	$0	$11.40
.3.5L ECOBOOST V6 ENGINE	$0	$0	ADVERTISING ASSESSMENT	$0	$0
.10SPD AUTO TRANS W/SLCTSHFT	$0	$0	DESTINATION & DELIVERY	$1995	$1995
P265/70R18E A/T BSW TIRES	$0	$0			

	MSRP	INVOICE
TOTAL BASE AND OPTIONS	$58770	$54955.40
DISCOUNTS	NA	NA
TOTAL	$58770	$54955.40

ORDERING FIN: QJ289 **END USER FIN:** QJ289 **PO NUMBER:** 1234

#51,955.40

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature Date

This order has not been submitted to the order bank.

This is not an invoice.

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Analysis of Proposals Submitted for the Redevelopment of Village-Owned Property at 18155 Dixie Highway

PURPOSE

The Village owns the property at 18155 Dixie Highway and is seeking to sell the property for redevelopment. After soliciting for bids and proposals, the Village received three (3) responses for purchasing and renovating the property. Staff completed a review and evaluation of the three (3) proposals. Staff has outlined the methodology for evaluation/analysis in this memorandum. If, after reviewing this analysis, the Village Board chooses to move forward with one (1) of the submitted responses, the Board should direct staff to negotiate a purchase and sale agreement with the successful developer. The purchase and sale agreement would be agendized and considered for approval at a future Board meeting.

PROCESS

In 2020, the Village acquired the property at 18155 Dixie Highway through foreclosure at no cost. After solicitation of bids, the Village transferred the property to a Mediterranean restaurant. After four (4) years of vacancy with no movement towards building out the restaurant, in October 2024, the Village acquired the vacant commercial building through a settlement agreement. The Village paid $15,000 for the property. The property has been vacant with delinquent property tax bills and deferred maintenance for many years.

At its June 10, 2025, meeting, the Village Board passed an ordinance directing the Village Manager to solicit bids and proposals for the sale and development of the property at 18155 Dixie Highway. Staff placed the bid solicitations in the Chicago Tribune on the following dates:

- Monday, June 16 - 1st publication
- Monday, June 23 - 2nd publication
- Monday, June 30 - 3rd publication

The Village received three (3) sealed proposals by the submission deadline on July 21, 2025. Village staff publicly opened the bids during the regular Village Board meeting on July 22, 2025, at 7:00 p.m.

Staff Proposal Evaluation and Analysis Section

The Staff Review Committee included a diverse cross-section of professional staff areas:

- Terence Acquah, Assistant Village Manager
- Joshua Burman, Director of Public Works
- Bob Grabowski, Fire Chief
- Angela Mesaros, Director of Economic and Community Development
- Noah Schumerth, Assistant Director of Economic and Community Development
- Antonia Steinmiller, Communications and Engagement Manager
- Amy Zukowski, Finance Director

Evaluation and Analysis Criteria
The Staff Review Committee evaluated each proposal using the following categories and criteria:

1. Supports suitable and successful uses
2. Maximizes yield
3. Improves property conditions
4. Ensures sustainable commercial development
5. Responds to community needs

Below is a summary of each proposal.

- **Bid #1 -** Mediterranean Restaurant: Purchase offer by Munir Bawadi, owner of Bawadi Construction, for **$15,000**. (The original offer was $4,000, but the applicant has subsequently increased their offer.) Proposal to construct a modern Mediterranean restaurant similar to the company's existing location in Bridgeview (M'dakhan Mediterranean Restaurant). The request included the Cook County Class 8 real estate tax incentive. The bidder has proposed to remove the front façade and replace with a modernized façade along Dixie Highway. Bidder has also proposed to fully gut the building interior and construct a counter-service sit-down restaurant. The bidder submitted preliminary concept plans.

- **Bid #2 -** "Indo Pak Dhaba" Indian/Pakistani Restaurant: Purchase offer by Mike Husain for **$50,000**. Proposal for a South Asian restaurant called Indo Pak Dhaba with a focus on Indian and Pakistani food. Included a request for a Cook County Class 8 real estate tax incentive and/or potential for other building incentives (only if available). The bidder has proposed to clean up/renovate the exterior of the building. Bidder has also proposed to fully gut the building interior and construct a counter-service sit-down restaurant. The bidder submitted preliminary concept plans of the restaurant.

- **Bid #3 -** Indoor Soft Play Space: Purchase offer by Eric Baker for **$1,000.** Proposal to construct a soft play center for children under seven years old. Bidder proposes the play center as a commercial business.

1. **Supports Suitable and Successful Uses**

The Village seeks the "highest and best use" for the property. This means that the use will positively affect the immediate area and the community as a whole. Staff considered zoning compliance, the goals of the Comprehensive Plan, and the effects/demands on municipal services.

The property is located in the B-2 Downtown Transition district. This district e*ncourages tax-producing uses.* According to Section 44-02-02 of the Zoning Ordinance, "*The purpose of the B-2 Downtown Transition District is to accommodate the variety of … uses on the periphery of the Downtown Core. The district is intended to support the adaptive reuse of existing buildings for a mix of residential and non-residential uses as well as contextually sensitive infill development in a pedestrian-oriented environment that supports the vibrancy of the Downtown Core. It is the intent and purpose of this district to protect areas for commercial development and the generation of property tax revenue from the encroachment of nontaxable bodies, including non-commercial places of assembly as defined in this Ordinance."*

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Proposed Use	· Restaurant · 48 indoor seats, · 20-25 outdoor seats; · 60% dine-in to 40% take-out ratio; and · Catering, private events, weekend brunch service	· Restaurant · 20-25 indoor seats, · 4-5 outdoor seats at the front; · 30% dine-in to 70% take-out ratio; and · Catering, private events	Indoor Soft Play area
Zoning			
Permitted/Limited/Special Use	Permitted Use - Restaurant Limited Use – Outdoor Seating		**Special Use**
Parking	Required: 11 Provided: 21*	Required: 11 Provided: 21	Required: 8 Provided: 21

**Bawadi's proposal to locate a patio with a covered gazebo for outdoor dining in the rear of the building could affect the number of parking spaces by two or three. However, they would still exceed the parking requirements.*

Zoning Classification – Proposed Use

A restaurant, as proposed by Bawadi and Husain, is a permitted use in the B-2 zoning district. The outdoor patio will require a Limited Use, which requires additional review and approval at the staff level. The indoor play area, Baker's proposal, is classified as *indoor commercial places of assembly* in

the Zoning Ordinance, which a special use permit. This process includes a public hearing with the Planning and Zoning Commission to evaluate and consider the impact on neighboring properties and the public need for the use at the subject location. This process requires final approval from the Village Board.

Parking Compliance – Zoning Code
The property has approximately 21 unmarked parking spaces. Staff analyzed the parking requirements and compliance with the Zoning Code. Parking requirements are classified by type of use:

- Restaurant: The parking ratio for a restaurant use is one parking space per 200 square feet of gross floor area. The building is 2,262 square feet. The total required parking is 11 spaces (2,262 sq. ft. / 200 = 11.31).

- Indoor Play: The parking ratio for an indoor commercial place of assembly is one parking space per 300 square feet. The total required parking is eight spaces. (2,262 sq. ft. / 300 = 7.54, rounded up to 8).

Impact on Neighborhood and Community Resources

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Traffic	This restaurant would serve mainly dine-in customers, which may result in less traffic turnover.	This proposal has a greater percentage of take-out customers, which may result in more traffic turnover.	This proposal has low traffic turnover compared to the restaurant proposals.
Hours of Operation	10 AM to 10 PM (7 days a week)	10 AM to 10 PM (Sunday – Thursday) 10 AM to 12 AM (Friday & Saturday)	10 AM to 8 PM
Impact on neighbors *(commercial and residences, directly to the east)*	Standard – Commercial Use		
Impact on Municipal Services (Police, Fire, Public Works)	No Impact		
Richard Haas Mural	Not Identified	Keep the mural as is	Remove existing mural and replace with a new one
Additional Requests	Outdoor seating	· Outdoor seating · Possibly liquor license and video gaming	None stated

Criteria Outcome:

1. **<u>Bawadi and Husain</u> – both represent high-revenue generating uses that are suitably located.**
2. Baker – the proposed play area requires a special use permit. This process includes a public hearing and recommendation from the Planning and Zoning Commission. Without going through this process, staff cannot predict whether this use would be permitted.

---

2. <u>Maximizes Yield</u>

In this category, the goal is to analyze the financial benefit of each project to the Village and the community, i.e., the return on investment (ROI). The staff has reviewed the total cost of the project, projected tax revenue to the Village, any ancillary and indirect revenue, and requested incentives for the development.

Revenue Projections – Year One

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Annual Sales Revenue	$1,200,000	$1,000,000	$ 150,000
Property Taxes (Total annual)	$ 15,000	$ 15,000	$ 15,000
Annual Tax Revenue to the Village (Year One)			
Sales Tax	$ 12,000	$ 10,000	$0
Places of Eating Tax	$ 24,000	$ 20,000	N/A
Property Taxes (Village Portion)	$ 1,500	$ 1,500	$ 1,500
Video Gaming	N/A	N/A	N/A
TOTAL Annual Tax Revenue to Village	$ 37,500	$ 31,500	$ 1,500

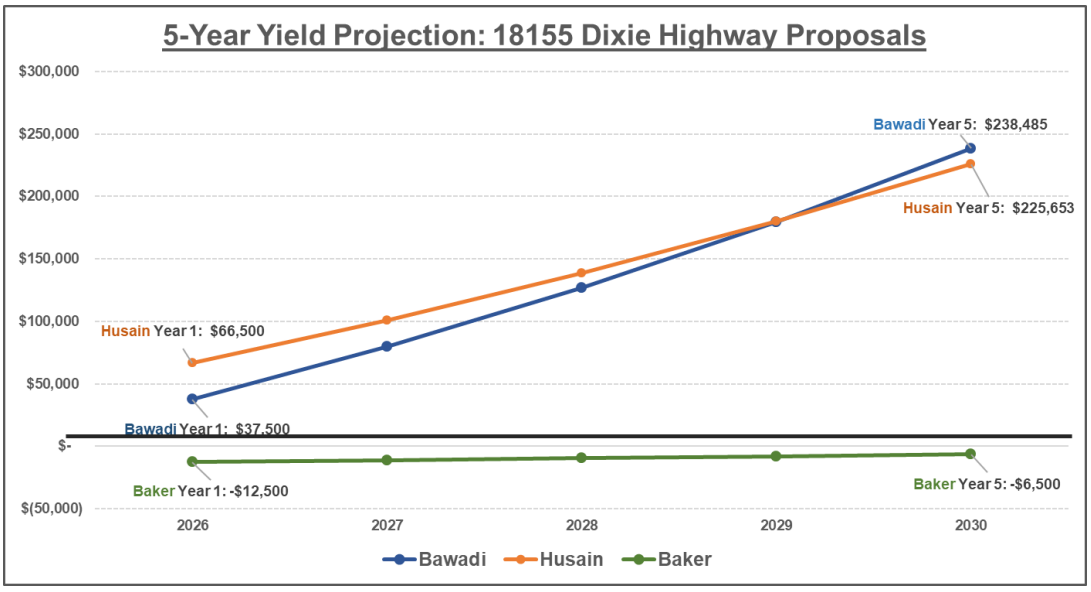
VILLAGE OF HOMEWOOD

Five-Year Projected Yield

Project	Revenue/Expenses	Year 1	2	3	4	5	TOTAL
Village	Acquisition Cost	$ (15,000)	$ -	$ -	$ -	$ -	$ (15,000)
Bawadi	Proposed Purchase Price	$ 15,000	$ -	$ -	$ -	$ -	$ 15,000
	Total Sales Tax Revenue	$ 36,000	$ 40,500	$ 45,563	$ 51,258	$ 57,665	$ 230,985
	Property Taxes	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 7,500
	Rebate Places of Eating Tax	$ -	$ -	$ -	$ -	$ -	$ -
	Incentive Request	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL	**$ 37,500**	**$ 42,000**	**$ 47,063**	**$ 52,758**	**$ 59,165**	**$ 238,485**
Husain	Proposed Purchase Price	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
	Total Sales Tax Revenue	$ 30,000	$ 33,000	$ 36,300	$ 39,930	$ 43,923	$ 183,153
	Property Taxes	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 7,500
	Rebate Places of Eating Tax						$ -
	Incentive Request						$ -
	TOTAL	**$ 66,500**	**$ 34,500**	**$ 37,800**	**$ 41,430**	**$ 45,423**	**$ 225,653**
Baker	Proposed Purchase Price	$ 1,000	$ -	$ -	$ -	$ -	$ 1,000
	Total Sales Tax Revenue						$ -
	Property Taxes	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 7,500
	Incentive Request						$ -
	TOTAL	**$ (12,500)**	**$ 1,500**	**$ 1,500**	**$ 1,500**	**$ 1,500**	$ (6,500)

***Property Tax NOTE**: The property taxes assume a Cook County Class 8 real estate tax. Without the Class 8, property taxes are approximately $32,000; the property is currently tax-exempt. Annual property taxes with the Class 8 in place are estimated at $15,000. The portion that the Village receives is approximately 10% or $1,500 annually.*

***Incentive NOTE:** No incentives have been included in the five-year projections. However, the Village has budgeted $85,000 in Business Development (non-TIF) incentives, plus $20,000 in places of eating tax rebate for this property. This is based on the previously approved restaurant agreement. Although neither of the restaurants has included specific incentive amounts in their budgets, Mr. Husain has expressed interest in incentives if they are available.*



Acquisition Cost
The Village paid $15,000 for the building and has invested about $3,000 in additional upkeep costs. The Village aims to recover these expenses through the sale of the property. Husain offered to pay $50,000, which would cover those costs. The original offer from Bawadi was $4,000; Bawadi increased the offer to $15,000 to cover the Village's acquisition costs.

Sales Tax Analysis
Sales tax is the Village's largest revenue source. The Village is continually seeking opportunities to increase its sales tax revenue through the addition of new retailers. The Village has also seen significant revenues from the 2% *Places for Eating* tax for sit-down restaurants.

The sales tax projections are based on the following information provided in the proposals:

- Bawadi: anticipated growth of 10–15% annually over the next 2–3 years due to "expanded services, increased brand awareness, and potential regional catering/event service." (Calculated at 12.5% increase each year).

- Husain: Revenue is projected to increase 10% due to "anticipated market expansion, brand awareness, and improved sales channels."

Criteria Outcome:

1. **Bawadi and Husain - Husain has a higher yield at year one due to the higher offer of $50,000 as payment for the property; however, Bawadi's five-year yield is higher due to the greater annual revenue projections.**
2. Baker may have a café in later years, which would create sales tax revenue, but the sales revenue projections were not part of the proposal.

---

3. Improves Property Conditions

This category assesses the value added through property improvements. The Village acquired this property to tackle issues like delinquent property taxes, deferred maintenance, and long-term vacancies. It is crucial for the Village that all property owners stay current on their bills and property taxes and keep their properties safe, well-maintained, and in compliance with all codes.

Proposed Renovation Costs

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Total Property Improvements	**$ 650,000-$800,000**	**$ 900,000**	**$2,000**

Staff Estimates

The Building Division, Fire Department, and Village Engineer provided cost estimates for the property improvements required to bring the property up to the current Municipal and Building Codes:

Improvement	Restaurant	Soft Play
New HVAC	$ 20,000	$ 20,000
Hot Water	$ 6,000	$ 6,000
Roof	$ 70,000	$ 70,000
Tuck-pointing	$ 2,000	$ 2,000
Parking Lot	$ 40,000	$ 40,000
Fire Alarm	$ 10,000	$ 6,500
TOTAL	**$ 148,000**	**$ 144,500**

This estimate does not include the significant costs for the restaurant such as kitchen build-out, equipment, and approximately $30,000 for the grease interceptor.

The list of proposed improvements from each applicant is in the table below:

Improvements	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Parking Lot	✓	✓	
Exterior Clean Up		✓	✓
Remove Tree Front*		✓	
Roof		✓	
Interior Lighting	✓	✓	
HVAC	✓	✓	
ADA Compliant Restrooms	✓	✓	
Plumbing Upgrades	✓	✓	
Electrical Upgrades	✓	✓	
Interior finishes (flooring, walls, ceilings)	✓	✓	✓
Fire Alarm		✓	
Landscaping	✓	✓	
New Façade	✓		
Signage	✓	✓	
Patio/Outdoor Seating	✓	✓	

**Tree removal requires a building permit, approval by the Village Arborist, and replacement or fee-in-lieu of the tree.*

Based on the construction budgets of each proposal, this table shows the improvements budgeted for the property. The check mark (✓) indicates the improvements that the proposals included in their budget. Any required items, such as the fire alarm and new roof, will need to be addressed by the selected applicant.

Criteria Outcome:

1. **<u>Bawadi and Husain</u> – Both restaurant proposals provide estimated improvements to address Code needs.** Bawadi's construction projections are lower – this is possibly because he owns his own construction company and can save on costs.
2. Baker – the proposed rehab and construction budget for Baker is much lower than the amount estimated to update this space to meet the Village's Codes.

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4. <u>Ensures Sustainable Commercial Development</u>

In this category, staff evaluated each of the potential building owners' experience in commercial real estate management and their ability to sustain this property for the long term.

Sustainability/Areas of Experience

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Construction Management Experience	**High level of experience. Numerous projects completed or underway since 2019.** New construction: • **Shell Gas Station** *Chicago, IL* Exterior construction/renovation: • **Bawadi Construction** *18250 Harwood Avenue, Homewood, IL* Interior construction/renovation: • **Matari Coffee Co. (2)** *Niles, IL/Lombard, IL* • **Vida Boba Café (2)** *Bridgeview, IL/Milwaukee, WI* • **M'dakhan Restaurant** *Bridgeview, IL* • **Melt 'n' Dip Restaurant** *Skokie, IL* • **Addah Chai House** *Lombard, IL* • **Mashhoor Fried Chicken** *Chicago, IL* *+ Additional renovation projects in Chicagoland region and other cities.*	**High level of experience. Most construction experience was between 1996 and 2005.** New construction: • **Gas Stations (multiple)** *Chicago, IL* • **Dunkin' Donuts** *Calumet City, IL* • **Dunkin' Donuts** *Homewood, IL* Exterior construction/renovation: • **Dunkin' Donuts (2)** *Homewood, IL* Interior construction/renovation: • **Glenwood Oaks** *Glenwood, IL* • **Dunkin' Donuts (2)** *Homewood, IL* *+ Additional projects in Chicagoland region.*	**None provided.**

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Business Operation Experience	**High level of experience.** **Current operations include multiple food service locations:** • **M'dakhan Restaurant** *Bridgeview, IL* • **Matari Coffee Co. (2)** *Niles, IL/Lombard, IL* **Owns/operates construction company** • **Bawadi Construction** *18250 Harwood Avenue, Homewood, IL*	**High level of experience.** **Currently operates multiple food service locations:** • **Dunkin' Donuts (2) (since 2002)** *Homewood, IL* • **Glenwood Oaks* (restaurant is closed, private events only)** *Glenwood, IL* • **Karachi Chaathouse** *Chicago, IL*	**None provided.**

**The Glenwood Oaks restaurant has struggled with restaurant traffic and costs associated with improvements to the building since 2020. The restaurant is currently closed, and the facility is open for private events only. Mr. Husain is working with the Village of Glenwood to pay back an outstanding Village loan.*

Financing Intent of Potential Owners

Criteria	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Private Investment	Cash/possible small loan		Not Stated

Criteria Outcome:

1. **<u>Bawadi</u>- has a larger, more recent resume of projects that align with the scope of this property.**
2. Husain- while he has construction and business operation experience, a considerable amount of that experience comes from being a Dunkin' Donuts franchise owner.
3. Baker- was not able to provide any experience.

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5. <u>Responds to Community Needs</u>

This category measures the proposal's capability of supporting local businesses' growth and development, using the following criteria:

- Ability to provide services that meet the stated community wants, needs, and demands. Through social media, emails, public meetings, and input during festivals, the community has expressed the desire for uses to be located in Homewood, such as "Third Spaces" (a public, neutral gathering space that is distinct from both home (first place) and work (second place). Examples of requested spaces/services/businesses include Indian and Mediterranean food,

places for teens and children, Trader Joe's, coffee shops, non-alcoholic performance venues, and takeout food places.

- Ability to create a unique/distinctive commercial property that contributes to a sense of place in Homewood.
- Ability to increase local employment/job growth
- Ability to support local business growth

Stated Community Needs/Wants	Bawadi (Mediterranean Restaurant)	Husain (Indo-Pak Restaurant)	Baker (Soft Play Center)
Unique Destination/ Sense of Place	A Mediterranean restaurant would introduce a new type of dining experience to downtown Homewood.	Homewood does not have an Indian restaurant. This would introduce a new type of dining experience.	This business would be new to Homewood. However, a similar business is located in Flossmoor and serves the Homewood market.
Third Space	All proposals would be considered a "third space."		
Local Employment/ Job Growth	Business occupancy increases jobs.		
Direct Support of Local Business Growth	The applicant is a local business owner of Bawadi Construction and plans to collaborate with local farms, suppliers, and host local events, fundraisers, and networking groups.	The applicant is a local business owner of both Dunkin' Donuts in Homewood.	The applicant is a resident.
Downtown TOD Plan Recommendations	A sit-down restaurant with outdoor dining.	New dining options – variety of restaurants.	Cultivate the growth of small businesses; family-friendly activities.

Criteria Outcome:

1. **<u>Bawadi and Husain</u> – All three projects align with the community's stated desires. Bawadi has most clearly expressed a commitment to collaborating with local businesses, vendors, and community programs in ways that strengthen and support the local economy. Husain, meanwhile, brings a new cuisine to the community—something residents have specifically expressed interest in.**
2. Baker- with the similar concept being done in Flossmoor, there may not be a desire by the community to have this type of business.

OUTCOME

Overall Criteria Disposition:

Criteria	Bawadi (Mediterranean)	Husain (Indo-Pak)	Baker (Soft Play)
Supports Suitable and Successful Uses	✓	✓	
Maximizes Yield	✓	✓	
Improves Property Conditions	✓	✓	
Ensures Sustainable Commercial Development	✓		
Responds to Community Needs	✓	✓	

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** $0

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

After review of the Staff Review Committee's analysis, the Village Board is requested to consider a Board action to direct staff to negotiate a purchase and sale agreement and a redevelopment agreement with one of the proposed restaurant developers to redevelop the Village-owned commercial property at 18155 Dixie Highway.

ATTACHMENT(S)

- Proposals (3)
- Exhibits

Bawadi Construction Inc®
We Bring Your Vision To Life

[redacted]

Proposal For Restaurant Renovation

Date: *July 26th 2025*

To:

The Village of Homewood

18150 Dixie Highway
Homewood, IL 60430

From:

Bawadi Construction Inc.

[redacted]

Subject:

Formal Proposal for Comprehensive Exterior and Interior Renovation Services for the Restaurant Opportunity at 18155 Dixie Highway, Homewood, IL 60430

Dear Esteemed Members of the Homewood Village Board and Administration,

Bawadi Construction Inc. respectfully submits this formal proposal, articulating our profound interest and proven capability in providing comprehensive exterior and interior renovation services for the prospective restaurant development situated at ***18155 Dixie Highway, Homewood, IL 60430***. We acknowledge that this distinguished property is presently available for acquisition, and we hereby formally present an offer of $4,000 for its purchase, contingent upon the successful conclusion of due diligence and negotiation processes.

As a reputable and dedicated construction firm, Bawadi Construction Inc. possesses extensive expertise in transforming commercial spaces into vibrant, highly functional, and aesthetically superior establishments. We recognize the substantial potential this location offers for bolstering the local economy and enhancing community vibrancy within Homewood. Our commitment to the village's progress is exemplified by our successful prior renovation of our own building located at ***18250 Harwood Ave***, a project that significantly contributed to the area's revitalization. We are confident that our proposed renovation at ***18155 Dixie Highway*** will similarly yield an attractive and impactful outcome, further stimulating local commerce and drawing increased visitation to the area.

[redacted]

Our Renovation Offering:

We propose to undertake a meticulous and full-scale renovation of the property, precisely tailored to fulfill the specific requirements and strategic vision for a thriving restaurant operation. We envision this establishment as a distinctive Mediterranean restaurant, a culinary offering presently underserved within the Homewood area, which will unequivocally enrich the village's diverse dining landscape. Our comprehensive services will encompass, but are not limited to, the following critical areas:

1. Exterior Renovation:

Our objective is to cultivate an inviting and visually striking facade that significantly enhances the street presence and attracts clientele, while meticulously adhering to Homewood's architectural standards and the established character of the community.

2. Interior Renovation:

We shall meticulously reconfigure and modernize the interior space to optimize operational functionality, elevate the patron's dining experience, and ensure full compliance with all pertinent health and safety regulations governing a restaurant environment.

Benefits to Homewood Village:

By entering into a partnership with Bawadi Construction Inc. for this renovation, the Village of Homewood stands to realize substantial benefits:

Economic Revitalization: The establishment of a new, modern Mediterranean restaurant will serve as a significant magnet for visitors, generate valuable local employment opportunities, and substantially contribute to the village's tax base, thereby filling a unique culinary niche and driving robust economic progress.

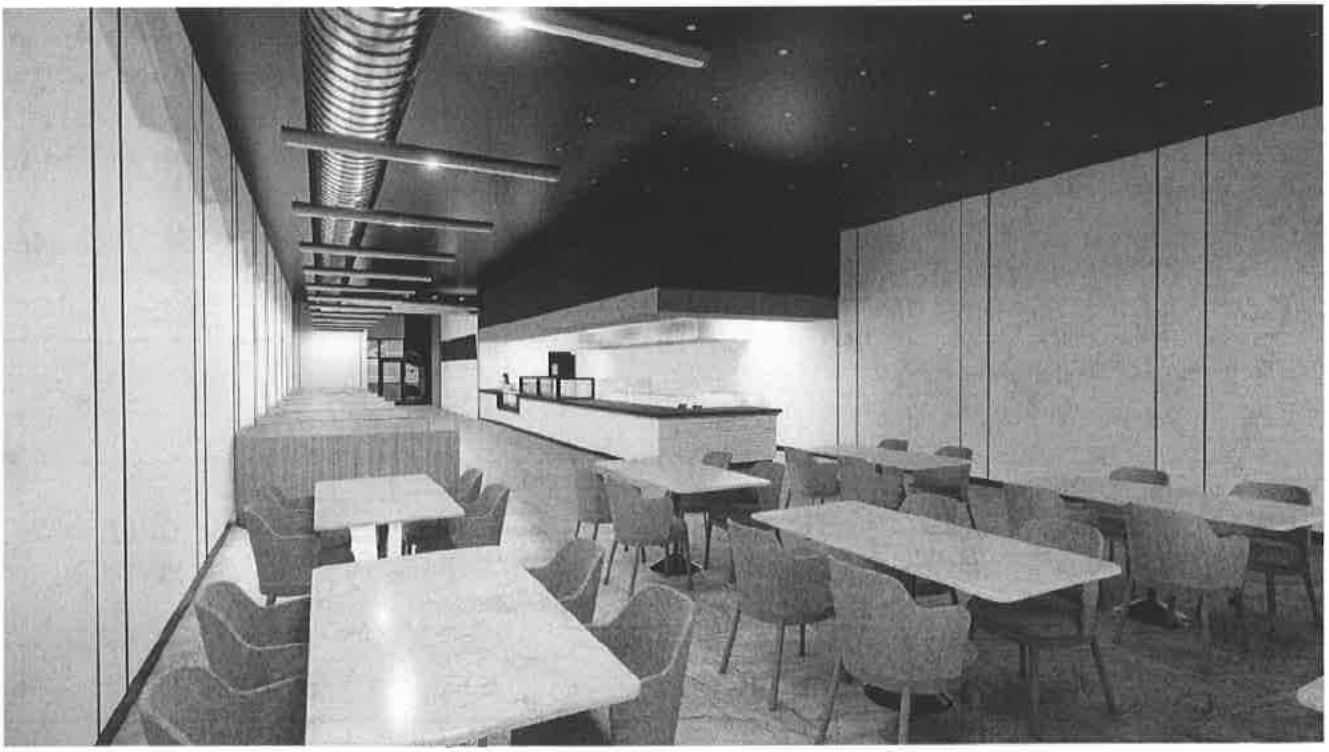
Enhanced Community Appeal: A meticulously renovated property will markedly improve the visual appeal of Dixie Highway, contributing positively to the overall aesthetic and vibrant character of Homewood.

Increased Property Value: A successfully executed renovation is anticipated to significantly increase the value of the subject property and potentially surrounding commercial real estate.

New Dining Destination: The provision of an exciting and distinctive new culinary option for both residents and visitors, thereby enriching the local lifestyle and cultural offerings.

[redacted]

Restaurant Proposal Design:



[redacted]

Our Commitment and Future Vision:

Bawadi Construction Inc. is unequivocally committed to delivering construction services of the highest caliber, characterized by exceptional efficiency, unwavering transparency, and strict adherence to all local building codes and regulatory requirements. Our experienced team is prepared to engage in close collaboration with the Village of Homewood to ensure that this project not only meets but exceeds all expectations, contributing profoundly to the community's continued growth and prosperity.

Our proven track record includes the successful establishment of a **M'dakhan Mediterranean Restaurant** branch in Bridgeview, which has garnered substantial clientele and demonstrated significant commercial success. We are confident that this experience, coupled with our expertise, will ensure similar prosperity for the proposed establishment in Homewood. Furthermore, we envision the potential for future expansion, including the development of the adjacent unit into a complementary cafe house, which would further invigorate the area's commercial activity and enhance its appeal.

In furtherance of our commitment to the economic vitality of Homewood, **we are actively pursuing the application for Class A Tax incentives.** This initiative underscores our dedication to long-term investment in the community and our desire to maximize the positive economic impact of this development.

We possess unwavering confidence in our capacity to transform **18155 Dixie Highway** into a thriving restaurant establishment that will proudly serve the Homewood community for many years to come.

We respectfully solicit the opportunity to discuss this proposal in greater detail, provide comprehensive plans, and address any inquiries you may have. Please do not hesitate to contact us at your earliest convenience to arrange a meeting.

Thank you for your valuable time and thoughtful consideration.

Sincerely,

The Management Team

Bawadi Construction Inc.

From: Bawadi Construction
To: Schumerth, Noah
Cc: munir bawadi; Mesaros, Angela
Subject: Re: Follow-Up for Bid: 18155 Dixie Highway
Date: Wednesday, August 6, 2025 7:00:35 PM

External Sender: Use caution with links/attachments. Use caution when replying. If you are unsure please contact IT.

Dear Noah/angela

Thank you for your email and for the opportunity to move forward in the evaluation process for our proposal at 18155 Dixie Highway. We're excited about the potential this project holds for both our business and the Homewood community. Please find below our responses to your questions:

—

Increase Property Yield

Annual Revenue Projection:
We project an initial annual gross revenue of approximately $1.2 million in 2026, with anticipated growth of 10–15% annually over the next 2–3 years due to expanded services, increased brand awareness, and potential regional catering/event service.

Revenue Growth:
Yes, we anticipate revenue growth through a phased build-out, introduction of new service offerings, and potentially additional retail or entertainment components.

Incentives:
At this time, we are only requesting the Class 8 real estate tax classification.

Sales Projections:
• 2026: $1.2M
• 2027: $1.4M+ (with expansion into catering/events and community partnerships)

—

Improve Property Condition

Planned Improvements:
• Interior:
• Full build-out for commercial kitchen and dining space
• HVAC, plumbing, and electrical upgrades
• ADA-compliant restrooms
• Modern lighting and acoustic treatments
• High-quality interior finishes (flooring, walls, ceilings)
• Exterior:
• New storefront façade
• Parking lot resurfacing and striping

• Signage and lighting upgrades
• Landscaping
• patio/outdoor dining area

Estimated Total Cost:
Approximately $650,000 – $800,000 in improvements (interior + exterior).

—

Creating Sustainable Commercial Development

Current Business Ownership:
Yes, I currently own and operate 3 businesses, including two in hospitality and one in general construction/project management.

Active Management Role:
Yes, I will be directly involved in the day-to-day operations and management of this business, especially during the critical launch phase.

Construction Experience:
I have over 18 years of experience managing commercial construction projects, including restaurants, retail build-outs, and gas station developments. I've worked on projects in Homewood and surrounding communities, always in compliance with local codes and timelines.

Business Management Experience:
I've successfully launched and managed several businesses, including in the restaurant and construction sectors. This experience gives me the operational, staffing, and financial background necessary to ensure success.

—

Build and Support Suitable and Successful Commercial Uses

Exterior Improvements:
Yes, as noted above, we plan significant exterior upgrades including façade enhancement, new signage, outdoor dining (weather permitting), and updated lighting.

Additional Licenses/Approvals Required:
We may apply for:
• Outdoor seating permit
• Sign permit

Operations & Capacity:
• Hours of Operation: 10am – 10pm (Mon–Sun)
• Seating Capacity: Approximately 48 indoor seats, with potential for 20–25 outdoor seats
• Dine-in vs. Take-out: Expected 60% dine-in / 40% take-out
• Other Revenue Streams: Catering, private events, weekend brunch service

• Estimated Employees: 12–15 (FT and PT combined)

Unique Building Features:
• Outdoor patio dining with custom furniture and planters
• Local public art mural installation to reflect Homewood culture
• Eco-friendly fixtures and lighting
• Community board to promote local businesses and events

Future Expansion Plans:
Yes, if successful, we plan to open a second location within the south suburbs or expand the footprint within the building to include event space or a retail corner.

—

Responds to Community Needs

Support for Local Business Community:
• Partnering with local farms and suppliers
• Providing discounted catering to community organizations
• Offering our space for local events, fundraisers, and networking groups

What Makes Us Distinct:
We are not just creating a restaurant—we're building a community space with unique design, warm service, and a focus on local collaboration. Our concept brings together modern comfort, high-quality food, and a sense of place that reflects Homewood's vibrant culture.

—

Timeline

Construction Duration:
4–6 months from permitting and final approvals.

Projected Opening:
Spring 2026 (May–June), depending on approval timelines and construction conditions.

—

Please let me know if you need additional documentation such as renderings, financials, or references. We're committed to making this a successful and impactful project for the Village of Homewood.

Munir Bawadi

Bawadi Construction Inc, Manager

708-717-4477

To the Village of Homewood

Biding Request for PIN: 29-31-409-075-0000

Common Address: 18155 Dixie Highway, Homewood, IL 60430

Bid Price: $50,000.00 (Fifty Thousand Dollars Only)

After taking a look at the property, it is estimated that we will have to spend about $900k for the building improvements to get the property in a good shape for a nice dining restaurant.

Proposals shall contain the offered price and proposed acquisition terms. Proposals shall include:

a. Description of planned use(s) **~ see attached.**

b. Timeline of construction period. **~ Max 6 months.**

c. Proposed site plan/design. **~ see attached.**

d. Estimated date of completion of improvements. **~ By Dec-2025.**

e. Estimated date of occupancy and estimated date of commencing new business operations. **~ Dec-2025.**

f. Description of incentives requested by the Developer, if any. **~ Class 8 and if possible TIF Incentive.**

Thank you

Murad Husain

[redacted]

7/19/2025

Business Plan: "Indo Pak Dhaba"

1. Executive Summary

Business Name: Indo Pak Dhaba
Location: Downtown Homewood, IL
Business Type: Full-Service Restaurant
Cuisine: Indian & Pakistani Grilled Specialties
Ownership: Sole Proprietor or LLC (TBD)
Opening Date Goal: [Dec, 2025]

Mission Statement:
To provide an authentic South Asian grilled food experience in a modern, family-friendly dining environment, celebrating the flavors of India and Pakistan through high-quality ingredients, exceptional service, and cultural hospitality.

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2. Business Description

Indo Pak Dhaba is a unique dining concept offering traditional grilled items such as **seekh kebabs, chicken tikka, beef boti, lamb chops, and naan sandwiches**, fused with modern presentation and local tastes. The restaurant will offer **indoor dining**, and include **takeout and delivery options** via major apps. The restaurant will also provide catering services.

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3. Market Analysis

Location: Village of Homewood, IL

- Homewood is a diverse and growing suburb of Chicago with strong community values and rising interest in ethnic cuisines.
- Excellent foot traffic from downtown events, Metra station, and nearby retail areas.
- Lack of direct South Asian full-service dining competition in the immediate area.

Target Market:

- South Asian families and professionals in the south suburbs
- Foodies and grill lovers looking for new flavors
- Health-conscious diners seeking grilled, low-oil options

- Local businesses and institutions for catering

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4. Competitive Advantage

- **Authentic Grilled Dishes:** Focused menu of high-demand, flame-grilled items not commonly available locally.
- **Modern, Inviting Ambience:** Warm desi-inspired décor with a clean, modern twist.
- **Dietary Options:** Catering to a growing market along with vegetarian and gluten-free items.
- **Community Engagement:** Participation in local Homewood events, food fairs, and school/civic partnerships.

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5. Menu Overview (Sample)

Grilled Mains:

- Chicken Tikka (Bone-in & Boneless)
- Beef Seekh Kebabs
- Lamb Chops
- Malai Boti
- Fish Tikka

Combos & Platters:

- Mixed Grill Platter
- Tandoori Wraps
- Desi Flame Bowl (rice, salad, grilled meat)

Rice & Curries:

- Chicken Biryani
- Lamb Biryani
- Butter Chicken
- Lamb Curry

- Chicken Curry

Sides & Breads:

- Garlic Naan
- Masala Fries
- Raita, Chutneys

Beverages & Desserts:

- Mango Lassi, Chai, Rooh Afza Lemonade
- Gulab Jamun, Kulfi

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6. Marketing & Promotion

- **Pre-launch Campaign:** Social media teasers, soft opening, influencer tastings
- **Local Outreach:** Homewood-Flossmoor Chronicle ads, local business partnerships
- **Online Presence:** Professional website, Google Business listing, Yelp/TripAdvisor
- **Loyalty Program:** Points-based rewards app or punch cards
- **Launch Week Promotion:** Free chai or dessert with meal

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7. Operations Plan

- **Hours:** 10 AM – 11 PM (7 days a week)
- **Staffing:** 1 Head Chef, 2 Line Cooks, 2 Servers, 1 Host, 1 Manager
- **Suppliers:** Local meat vendors, ethnic wholesalers (e.g., Restaurant Depot, Sysco Food, US Foods & Gordon Food Service)
- **Technology:** POS system (Toast/Square), inventory management, online ordering integration
- **Licensing:** Village of Homewood business license, food handler certificates, Illinois sales tax registration, health department permit

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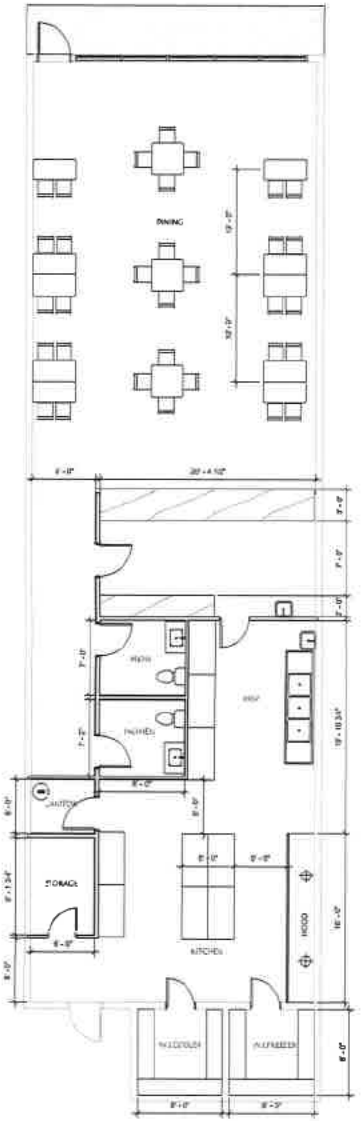
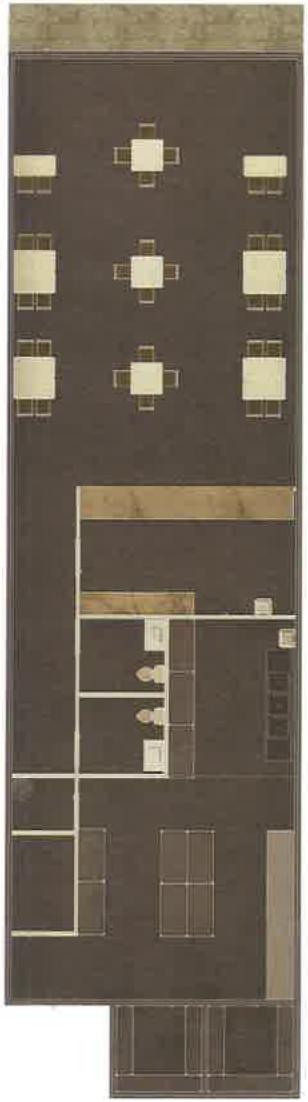


1 PROPOSED FLOOR PLAN
3/16" = 1'-0"



2 PROPOSED 3D FLOOR PLAN

18155 DIXIE HWY HOMEWOOD, IL	DATE 07/07/2025	TITLE PROPOSED PLANS	PROJECT	TASTE OF INDIA	KACE BUILDING	KACF BUILDING, LLC ORLAND PARK, IL (708) 359-1942	SHEET NUMBER G00	CONCEPT

From: Schumerth, Noah
To: Mesaros, Angela
Subject: Call w/Mike Husain
Date: Monday, August 4, 2025 5:38:34 PM
Attachments: image001.png

Angela,

Here are my notes from my first sit-down conversation with Mike Husain when he was in the office on July 28. Notes are between the lines.

Do you have similar restaurants which can be used for comparison? Is this a restaurant with other locations elsewhere?

7-10 different locations over the years. Most similar to this project - Chicago (Karachi Chathouse), Dallas, same food as Glenwood Oaks project which did not succeed. "People want that type of food." Involved in restaurants in Arizona – mainly other Indo-Pak restaurants. Has experience working with fast food chains such as Charley's and Taco Pro.

You mentioned Glenwood Oaks? What happened to that business?
We were serving Mexican and Indian food. COVID killed business and made it impossible to operate. We are still open for events.

With the 18155 Dixie restaurant, do you plan to run this restaurant, or have a manager/franchisee operate this restaurant?

I will manage it directly and will always be involved. Partner in Chicago from Karachi Chathouse will also be involved. Will share chefs and partners from the Chicago location.

What other properties do you own?

Right now – the DUNKIN properties on Halsted and 183rd Street. Owned for a good number of years.

What exterior improvements do you plan to construct?

Just clean up the outside – needs a lot of work. Wants to to remove the front tree for visibility.

Do you have any sales/revenue projections for the business?

Sales projections are early but expected to be around $1 - 1.5 million***. I noted for him to prepare it and send it to us. Mike agreed to send two-year projections.***

Do you plan to have sit-down service only, or will you include to-go/delivery/etc. services?

Catering opportunities are welcome. Would plan to have lots of delivery or take-out traffic.

What incentives are you considering applications for? Are any incentives "essential" to the project?

Class 8 - essential. Non-TIF incentives requested. Place of eating tax rebates are something Mike wants more information about.

Do you plan on any exterior dining?

Front seating in front

Do you have any documentation of the 900,000 value given for building improvements?

Estimate for the project. Contractor and applicant talked about it. ***When he comes back, Mike said he will provide contractor information and details on proposed improvements.***

Do you require any other licenses (gaming, liquor, etc.?)

Would consider gaming, may consider liquor license.

Do you plan to move/alter the mural on the side of the building?

No.

Do you have plans for future plans of expansion on-site or to neighboring spaces?

Will track availability and is open to anything.

Interested in learning more about ~2,000 s.f. general commercial spaces in Homewood. Interested especially in Charley's and Taco Pro locations here. ***May want to refer him to outlots at Brunswick Zone.***

Let me know if you need anything else. I'll still send him a list of questions as we were talking about in the other email – just may remove a few that would be duplicates from this conversation.

Noah

From: Schumerth, Noah
To: Mesaros, Angela
Subject: FW: Follow-Up for Bid: 18155 Dixie Highway
Date: Monday, August 11, 2025 5:21:56 PM
Attachments: image001.png

Angela,

Here are responses from Mike. He has requested building access this week to provide us with the itemized estimate of expenses for building improvements.

1. You mentioned sharing chefs at a previous meeting. Do you plan to rotate chefs between locations?
    a. Mike will hire chef staff 2-3 months before opening during the construction phase.
    b. These chefs will be trained at KaraChi or other Indian restaurant spaces with partnerships.
    c. Those chefs will be full-time staff at opening.
2. Can you describe your overall construction management experience?
    a. Provided the following new-build construction history:
        i. 1996 – several south suburban gas stations and Dunkin' locations
        ii. 2002 – bought Halsted location and remodeled 3 times (including current full remodel)
        iii. 2003 - built Dunkin' in Calumet City
        iv. 2005 – built 183rd Street Homewood Dunkin'
        v. 2019 – purchased and remodeled Glenwood Oaks
    b. Noted that he has been more involved in smaller projects.
3. Where do you plan to have outdoor seating? Mostly in front? How many tables?
    a. Fenced patio with decorative fence. Would like to have 4-5 tables.
4. Source of funding?
    a. Cash – some minor financing may be necessary to help with largest repair items or kitchen costs.
5. Do you wish to formally submit any building incentives?
    a. No. Cook Cty. Class 8 is only required incentive. Mentioned mayor has brought up grease trap help, but is not formally requesting nor is it necessary to make the concept work.

Let me know if you need anything else from Mike before completing our set of information for the analysis.

Best,

Noah

From: Schumerth, Noah
Sent: Monday, August 11, 2025 5:00 PM
To: mike husain <mikehusain@gmail.com>

Cc: Mesaros, Angela <amesaros@homewoodil.gov>
Subject: RE: Follow-Up for Bid: 18155 Dixie Highway

Mike,

Thank you for these responses. We've recorded them and will continue to include them in our evaluation of project bids. We will be reaching out with a phone call shortly to discuss further and ask any remaining questions that we have!

Please let us know if you have any questions about our process or timeline for this decision. We look forward to continuing to work with you through this process.

Best,

Noah Schumerth
Village of Homewood

From: mike husain <mikehusain@gmail.com>
Sent: Monday, August 11, 2025 3:33 PM
To: Schumerth, Noah <nschumerth@homewoodil.gov>
Cc: Mesaros, Angela <amesaros@homewoodil.gov>; mike husain <mikehusain@gmail.com>
Subject: Re: Follow-Up for Bid: 18155 Dixie Highway

> **External Sender:** Use caution with links/attachments. Use caution when replying. If you are unsure please contact IT.

Hi Noah,

Please see below responses. Please let me know if you have any questions.

Increase Property Yield:

- What is your annual revenue projection for this business/proposal? Do you anticipate revenue to grow over time? (expansion, etc.) **~ we are not planning to expand for now other than the current plan already submitted to you.**

If possible, please provide revenue/sales projections for your business for at least two years (2026-2027). ~ see attached.

Improve Property Condition:

- Can you provide a detailed list of improvements planned for the property (internal or external)? ***~ The external site will remain pretty much the same other than some minor repairs needed to bring the property to working shape and some outdoor seating and removal of a tree from the front of the store. Internally, the whole place will be renovated.***

If possible, please provide a detailed list of planned improvements for the property to

support your business. ***~ We will provide the architectural drawings after the deal is complete.***

Creating Sustainable Commercial Development

- Do you plan to be actively involved in the management of the proposed business? ***~ Yes, I will be actively participating in the management.***

- Describe your experience with managing commercial construction projects (if any). Include any construction experience with projects in Homewood. ***~ I have been involved remodeling/ new build outs in multiple Dunkin Donuts and Gas Station, Restaurants, Sports Bar etc.***

- Describe your experience starting and/or managing businesses similar to the one proposed (if any). Include any management experience in Homewood. ***~ I have been managing/ operating two Dunkin Donuts in Homewood since 2002.***

Build and Support Suitable and Successful Commercial Uses

- Do you plan to make any exterior improvements to the property? ***~ The external site will remain pretty much the same other than some minor repairs needed to bring the property to working shape and some outdoor seating and removal of a tree from the front of the store.***

- What additional local licenses or approvals will be required for this proposed business? (i.e. gaming, liquor, etc.) ***~ Yes, I will be applying for a liquor license and if it is possible then gaming too.***

- Please provide information on any of the following:

  - Expected hours of operation ***~ 10am to 10pm (Sun ~ Thu) & 10am to 12am (Fri & Sat).***

  - Expected business capacity (# of seats, etc.) ***~ 20 to 25 seatings.***

  - Expected capacity of take-out diners vs. sit-in diners ***~ Take-out would be more than sit-in diners. Expecting to be 70/30.***

  - Plans for catering, event service or other revenue streams ***~ Yes, there will be catering services. We are not looking into the events as of now. Gaming could be an option for other streams of revenue if approved by the City.***

  - Expected number of employees ***~ 15 ~ 20.***

- Do you plan to include any unique building features in this proposal (such as public art, outdoor seating, or building improvements)? ***~ Yes, some outdoor seating and removal of a tree from the front of the store. Inside will be a complete rebuild.***

- Do you have any future expansion plans, whether in the same building or in the surrounding region? ***~ Not as of now, will see the business progress and will decide on a later time.***

Responds to Community Needs

- Do you have any planned strategies to support the local business community in Homewood through this business? ***~ Always.***

- What makes your proposal distinct? How do you plan to create a unique sense of place with the proposed business? ***~ Homewood area does not offer any Indo/Pak food. This could be a good addition to the Homewood community and it will bring a new taste as well.***

Timeline

- How long will it take to complete the proposed improvements for your business? When do you plan to open? ***~ We are planning to complete everything by December-2025 if everything goes as planned.***

On Wed, Aug 6, 2025 at 5:43 PM Schumerth, Noah <nschumerth@homewoodil.gov> wrote:

> Mike,
>
> Thank you for submitting a bid/proposal for the property at 18155 Dixie Highway. We have greatly appreciated the opportunity to review the materials initially sent to the Village. We are looking to take the next steps to collect more information on your proposal as we begin the evaluation process.
>
> At your earliest convenience, please provide answers to the following questions based on our review criteria for this project. While we have spoken with you previous to collect some answers, we are looking for additional information to answer the questions below:
>
> **Increase Property Yield:**
>
> - What is your annual revenue projection for this business/proposal? Do you anticipate revenue to grow over time? (expansion, etc.)

Indo Pak Dhaba

Two-Year Business Projection Report

Projection Years: 2026 & 2027

Executive Summary

This report presents the two-year financial projections for Indo Pak Dhaba, a full-service restaurant specializing in Indian and Pakistani cuisine. The projections cover the years 2026 and 2027 and are based on anticipated sales, cost of goods sold (COGS), and operating expenses. Year 1 includes significant startup costs, while Year 2 reflects growth in revenue and profitability.

Income & Expense Projection

Category	2026 (Year 1)	2027 (Year 2)
Startup Costs	$900,000	–
Gross Revenue	$1,000,000	$1,100,000
Cost of Goods Sold	$300,000	$330,000
Operating Expenses	$540,000	$565,000
Net Profit (Before Tax)	$160,000	$205,000

Detailed Breakdown

a. Revenue Growth

- Revenue is projected to increase **10% in 2027** due to anticipated market expansion, brand awareness, and improved sales channels.
- Growth drivers:
    - Expanded customer base
    - Increased marketing reach
    - Slight price adjustments

b. Cost of Goods Sold (COGS)

- COGS increases proportionally with revenue growth (10% in 2027), maintaining a **30% gross margin**.

c. Operating Expenses

- Increase of ~4.6% in 2027, reflecting:

- Inflation in rent, utilities, and salaries
- Higher marketing spend to sustain revenue growth

d. Profitability

- Net Profit before tax improves from **$160,000 in 2026 to $205,000 in 2027**, a **28% increase**.
- Net Profit Margin:
  - **2026:** 16%
  - **2027:** 18.64%

Key Financial Ratios

Metric	2026	2027
Gross Margin %	70%	70%
Operating Expense Ratio	54%	51.36%
Net Profit Margin	16%	18.64%
Revenue Growth Rate	–	10%

Financial Outlook

- **Short-Term (2026):**
  Heavy investment in startup costs limits cash reserves, but operational profitability is solid from the start.
- **Medium-Term (2027):**
  Stronger profit margins and lower relative expense ratios point toward healthy sustainability.

Assumptions & Notes

- Revenue growth rate: 10% from Year 1 to Year 2.
- Cost of Goods Sold (COGS) maintained at approximately 30% of gross revenue.
- Operating expenses include payroll, utilities, rent, marketing, and administrative costs.
- Startup costs cover restaurant build-out, equipment, initial inventory, and licensing.

Net Profit Analysis

In Year 1, after covering startup costs, Indo Pak Dhaba is projected to generate a net profit before tax of $160,000. In Year 2, with the elimination of startup costs and a 10% revenue increase, net profit before tax is expected to rise to $205,000, representing a 28% year-over-year growth.

Conclusion

The projections indicate a strong start for Indo Pak Dhaba with steady growth in profitability. With effective cost management and targeted marketing strategies, the restaurant is expected to solidify its presence in the market by the end of the second year.

Eric Baker
July 21st

18155 Dixie Highway Business Proposal

I would like to bid one thousand dollars on the property on 18155 Dixie Highway. My intent for the property is to make it into a soft play for kids 7 and under to be able to come enjoy themselves something that is not currently in Homewood which would bring great business to the city.

Eric Baker

Soft Play Business Proposal – Summary

Overview

• Session Duration: 2.5 hours
• Pricing: $20 per child
• Estimated Annual Revenue: $150,000

Facility Improvements

We plan to make the interior space welcoming, clean, and safe for children and families. Proposed improvements include:
• Replacing carpet and installing padded mats for soft play areas
• Repainting interior walls and potentially the exterior façade
• Power-washing the exterior brick to refresh the building's appearance
• Optional exterior paint, pending zoning approval

Estimated Renovation Cost: $2,000

Community Art Wall

On the side of the building featuring the current mural, if approved by the Village, we plan to:
• Divide the wall into three sections
• Partner with local artists to showcase new artwork
• Rotate murals every six months, bringing in three new artists regularly
• Celebrate local talent while enhancing the area's visual appeal

Licenses & Permits Required

We anticipate needing the following to operate legally and safely:
• Village of Homewood Business License
• Occupancy and Zoning Approval
• Building Permits (for renovations)
• Fire Safety Inspection
• Health Permit (for pre-packaged snacks or light food service)
• Sign Permit (for exterior signage)

Business Operations

• Hours of Operation: 10:00 AM – 8:00 PM
• Expected Capacity: To be determined upon completion of zoning and occupancy review
• Additional Revenue Streams:
  - Sale of packaged snacks and drinks
  - A small café or concession area for parents and guests

Community Involvement & Local Business Support

We are committed to supporting the Homewood business community. We plan to:
• Establish a partnership with a local pizzeria, potentially Marco's Pizza

• Use this partnership for catering birthday parties and events
• Help increase foot traffic and visibility for smaller local eateries, especially those facing competition from larger chains

What Makes This Proposal Unique?

Homewood currently lacks a dedicated indoor recreation space for younger children. Our soft play business would:
• Fill a significant gap in family-friendly entertainment
• Draw more families into the area, benefitting nearby shops and restaurants
• Serve as a unique cultural landmark through our rotating local art mural program

Timeline & Opening Plans

We estimate that all necessary improvements can be completed within two months, depending on the scope of the renovation and permit approvals. Our goal is to open shortly thereafter, with a focus on ensuring quality and safety in every part of the buildout.

Funding Request

In addition to private investment, we are open to exploring any additional funding opportunities or incentives made available by the Village of Homewood to support small businesses, revitalization efforts, or community development.

VILLAGE OF HOMEWOOD

BOARD AGENDA MEMORANDUM **DATE OF MEETING: August 26, 2025**

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Finance Director

Topic: Non-Home Rule Local Sales Tax

PURPOSE

On August 5, 2024, Illinois Governor J.B. Pritzker signed legislation allowing non-home rule municipalities the ability to establish a local sales tax of up to 1% by ordinance, without the need for referendum approval.

Staff is requesting the Village Board consider the implementation of this tax. This agenda item provides opportunity for Board discussion, questions, and direction to staff related to the implementation of a 1% non-home rule sales tax. If the Board desires to move forward with this implementation, an ordinance would be brought to the September 9, 2025 Board meeting for approval, and the tax would go into effect on January 1, 2026.

BACKGROUND

Home Rule vs. Non-Home Rule

In Illinois, municipalities with a population of less than 25,000 are considered non-home rule communities, unless they successfully pass a referendum to become home rule. Homewood, along with Flossmoor, Olympia Fields, and Frankfort, are four (4) of the forty-five (45) municipalities in the south suburban region of Chicago that are non-home rule.

Non-Home Rule Limitations

Among the many limiting abilities that the *non-home rule designation* places on communities is the limited ability to generate more diverse revenue streams for municipal operations and initiatives. Home rule communities historically are able to create ordinances, rules, fines, taxes, and fees which target unacceptable behaviors that create negative community and neighborhood issues.

Current Operating Budget

Homewood has a $27.7M operating budget. This $27.7M is the amount required to successfully fund all of the staff, services, processes, purchases, and repairs, for the Village of Homewood.

Property Taxes and the Operating Budget

Because Homewood is a “non-home rule” community, Homewood is “limited” or “capped” by State statute on the amount we can request from our property owners. Homewood makes the request via ordinance which “levies” a tax on property. Homewood receives roughly ***$7.254M*** in property tax revenue.

This translates to ***11 cents of every dollar*** paid in property taxes goes to the Village of Homewood. In practical terms, 11 cents of each property tax dollar affords Homewood the ability to provide the staff, services *(police, fire, public works)*, processes, purchases, and repairs that make Homewood a great community. In contrast, the Village of Park Forest receives roughly 40 cents of every dollar paid by property owners.

Although Homewood only receives 11 cents of every property tax dollar, there are other taxing districts that are more reliant on property taxes. Taxing districts, like school districts, rely heavily on property taxes to fund their operations. Homewood is known for its amazing and high-performing elementary schools, middle school, and high school. These schools must be well funded and resourced to attain and retain their exceptional standards and outcomes. More importantly, unlike the Village of Homewood, schools are primarily dependent on property taxes to fund their operations.

Property Taxes – Important, But Not Enough

Of the $7.254M received from Homewood's property tax levy, $747,000 is obligated to pay the principal and interest on a small bond, which will be fully paid off in three years. This leaves roughly $6.5M available for Village operations. Of this $6.5M remaining amount, $4M is allocated directly to police and fire pensions, as well as non-public safety retirement funding. The remaining **$2.5M** is then directed to the Village's General Fund, which helps to support 9% of the $27.7M operating budget. By contrast, Homewood's portion of the State's sales tax equates to $6.2M or 22% of the Village's $27.7M operating budget.

Sales Tax and its Importance to Homewood

Of the various revenue streams that Homewood receives and uses to pay for the very costly and expensive services that our residents demand, sales tax revenue is the most weighted piece of the funding puzzle. Contrary to popular belief, it is sales taxes, NOT property taxes, that successfully fund Homewood's many services and amenities.

What is the non-home rule sales tax?

The non-home rule municipal sales tax is imposed by the municipality in the form of the Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax. The tax is imposed upon all persons engaged in the business of selling tangible personal property at retail in their jurisdiction. Non-home rule local sales tax does not apply to:

- items that must be titled or registered with an agency of Illinois State of Illinois government agency, such as cars or trucks.
- prepared food purchases (restaurants, fast food, sandwich shops, etc).
- sale of groceries, prescription and non-prescription drugs, and medical appliances.

In Illinois, sales tax is a combination of several taxes applied to the sale and use of tangible personal property. It includes the State's base sales tax rate of 6.25%, along with additional local taxes imposed by counties, municipalities, and special districts. These local add-on taxes *(specifically, a home rule sales tax)* can vary, resulting in different total sales tax rates for different municipalities. Although Homewood's

sales tax rate is currently 9%, it is important to note that the Village currently only receives 1% of the 9% sales tax. The State of Illinois "shares" 1% of their collected sales tax with Homewood. Homewood's 9% tax rate is broken down by the following:

- Cook County Home Rule Tax 1.750%
- Regional Transit Authority (RTA) Tax 1.000%
- State's Base Sales Tax 6.250%

In contrast, Matteson is a home-rule community with a sales tax rate of 10.000%. Matteson also receives 1% of the State-collected sales tax, but Matteson also imposed a 1% home-rule sales tax.

- Cook County Home Rule Tax 1.750%
- Matteson Home Rule Tax 1.000%
- Regional Transit Authority (RTA) Tax 1.000%
- State's Base Sales Tax 6.250%

New Revenue Opportunity

Legislation was signed on August 5, 2024, giving non-home rule communities the ability to pass an ordinance establishing up to a 1% local sales tax. Prior to the legislation, non-home rule municipalities were required have a successful referendum to enact the 1% local sales tax. Many municipalities across the State of Illinois, including numerous south suburban communities, have implemented this "local sales tax," regardless of whether they are home rule or non-home rule.

Sales Tax Rate Comparisons of Surrounding Communities

Since nearby municipalities have similar and even higher sales tax rates, this additional 1% local sales tax should not put our businesses at a disadvantage. Because the sales tax rates in the south suburbs have been similar for years, consumer shopping may be more dependent on the consumer's "proximity to merchandise" than on the sales tax rate.

The south suburban communities that have enacted this local sales tax include: Flossmoor, Olympia Fields, Tinley Park, Orland Park, Chicago Heights, Country Club Hills, Glenwood, Hazel Crest, and Park Forest. Listed below are many nearby communities and their sale tax rates. For comparison sake, Homewood's current sales tax rate is 9%. Should Homewood implement the 1% Non-Home Rule sales tax, our sales tax rate would be ***10%*** exactly aligning Homewood with our neighboring and surrounding municipalities.

Average Rate *- The average of all sales tax rates within Home-Rule "Cook County" municipalities is 10%.*

Sales Tax Rates in Home-Rule Communities			
Community	**Sales Tax Rate**	**Community**	**Sales Tax Rate**
Calumet City	10%	New Lenox	9%
Chicago Heights	10%	Oak Forest	10%
Country Club Hills	10.25%	Orland Park	10.25% *(Cook County)*
Dolton	9.75%	Orland Park	8.25% *(Will County)*
East Hazel Crest	9.5%	Park Forest	9% *(Cook County)*
Glenwood	10%	Park Forest	7% *(Will County)*
Harvey	10.5%	Richton Park	10%

Harvey - *Dixie Highway Business District*	11.5%	South Holland	9.50%
Hazel Crest	10%	Thornton	10%
Markham	10%	Tinley Park	9.75% *(Cook County)*
Matteson	10% *(Cook County)*	Tinley Park	7.75% *(Will County)*
Matteson	8% (Will County)		

Average Rate *- The average of all sales tax rates within Non-Home-Rule "Cook County" municipalities is 10%.*

Sales Tax Rates in Non-Home Rule Communities			
Community	**Sales Tax Rate**	**Community**	**Sales Tax Rate**
Blue Island	10%	Flossmoor	10%
Frankfort	10% *(Cook County)*	Lynwood	9%
Frankfort	8% *(Will County)*	Olympia Fields	10%
Mokena	7.50% *(Will County)*	Homewood	9%

1% Sales Tax Impact to Consumers - (Local Residents vs. Non-Residents)

Sales tax is paid by consumers at the point of sale, regardless of where they live. In communities like Homewood that attract an exceptional amount of ***non-local*** shoppers, a large portion of the generated sales tax revenue comes from visitors, not just residents. Residents may only contribute a fraction of total sales tax revenue. Compared to property taxes, sales taxes tend to be more palatable. A small increase (e.g., 1%) can generate significant revenue for a community with near-minimal disruption to local spending habits. Commuters, near-community-neighbors, and area shoppers help fund local services (roads, police, fire, public works, administration) through their purchases. The 1% non-home rule sales tax interprets to local governments being able to increase their revenue without disproportionately burdening their own residents.

The main benefit of implementing a 1% non-home rule local sales tax is that money from the tax is generated by **all** consumers who shop in Homewood; however, revenue is used primarily to benefit the residents of Homewood.

Retail Coach - Mobile Data Survey

In spring 2025, the Village partnered with "The Retail Coach", a well-known national retail market research firm from Tupelo, MS, to complete a mobile data survey within the various shopping corridors in Homewood. A mobile data survey is a popular and highly accurate research method that tracks and uses mobile devices—like smartphones and tablets—to collect data from participants. These surveys are increasingly popular in public policy, marketing, and urban planning because they allow for real-time, location-based, and user-friendly data collection. The survey provided critical information on where consumers, who shop in Homewood, work and live.

What the Data Revealed

The Halsted Street shopping corridor generates the majority of the Village's $6.2M of sales tax. In 2024, Halsted Street shopping accounted for over 60% ($3.6M) of the Village's sales tax revenue for the year.

According to The Retail Coach survey, 88% of the revenue generated from Halsted Street sales is generated from non-residents.

Based on the data for all of the shopping corridors, staff projects that ***85%*** of the estimated $3.5M of additional revenue that would be generated by a non-home rule local sales tax will ***come from non-resident consumers.*** This helps to lift the burden of some of the large capital and pension funding needs the Village has and places it into the hands of non-residents.

The Need

Village Capital Needs

Homewood's capital needs refer to the long-term investments required to maintain, improve, or expand its physical infrastructure and assets. These needs typically include projects such as road and sidewalk repairs, building renovations, fleet and equipment replacements, water and sewer system upgrades, and technology improvements. Unlike operating expenses, which cover day-to-day services, capital needs are often funded through capital improvement plans (CIPs), bond issues, grants, or dedicated revenue sources like sales taxes.

Meeting capital needs is essential for ensuring public safety, service efficiency, and community quality of life. For example, replacing aging fire apparatus, upgrading public works equipment, or renovating municipal buildings helps maintain reliable service delivery and reduces long-term maintenance costs.

Capital Improvement Plan

Currently, Homewood's Five-Year Capital Improvement Plan (CIP) has over **$60M** of needs. This includes, among other projects, street improvements, public safety vehicles/equipment, and water infrastructure improvements. To fully address Homewood's critical capital needs, the Village must consider additional and consistent funding sources.

Lead Service Line Replacement Program

The Village will also be tackling the **$70M** Lead Service Line Replacement Program beginning in 2026. This comprehensive effort intends to replace roughly 6,839 lead service lines in Homewood. The federal and state mandate requires Homewood to complete these replacements within 10 years or 2037.

Pension Payment

Homewood, like nearly every other municipality, does not "receive/collect" 100% of the property tax funding that is requested. Some property owners will not pay their property taxes (delinquency). There are other property owners who "appeal" their property tax bills. At the end of the property tax process, Homewood receives or collects 93% of the requested levy each year. This gap in property tax collection has led to an amount of roughly $1.6M that is owned to the public safety pension system. In addition, this

unfunded State mandate also requires municipalities' Police and Fire Pension funds to be 90% funded by 2040.

Opportunity for Future Funding

The Village does not currently have a consistent funding source for capital improvements. For many years, the Village has relied on a non-referendum General Obligation (G.O.) Bond issuance to fund its capital budget. Every three years, the Village issues a small bond for approximately $2M needs to last for (3) years. Even if Homewood could pool the funds from the G.O. Bond and the General Fund surplus reserves, the amount would not be sufficient or sustainable to fund the Village's $65M Five-Year Capital Improvement Plan. To fully address critical capital needs, the Village must consider additional consistent funding sources.

Alternative Option to Fund the Village's Capital Improvement Plan

An alternative financing option to consider for funding the Village's Capital Improvement Plan is to complete a large bond issuance in the future; however, the pledged revenue to pay back the debt would come from property taxes. This alternative would negatively affect all Village residents through higher property tax bills. The use of non-home rule sales tax to pay back Village debt allow for this debt to be shared by the many non-residents who shop within the Village; specifically, along the Halsted Street corridor.

Casino Revenue

The Village is fortunate to have a new revenue source by way of the Gaming Taxes generated by Wind Creek Casino, which opened in November 2024. The timing of the revenue is ideal for the Village as other revenue sources such as use tax, cannabis tax, and personal property replacement tax have been on the decline or remain flat.

On the other hand, while Village staff does an excellent job in managing department budgets, overall costs continue to rise, outpacing incoming revenues. Nearly 60% of the Village's General Fund expense budget is comprised of salaries and benefits. Since the Village has five (5) collective bargaining units, salary increases, by way of Cost of Living Allowances, are negotiated and locked in for up to three (3) years.

With some declining revenues and rising costs, the new gaming tax revenue has and will continue to help the Village to maintain its level of services. It has also allowed the Village to hire additional staff within our public safety departments.

Projection and Use of Proposed Tax

The Finance Department estimates an additional 1% local sales tax would provide approximately $3,500,000 in revenue that would not otherwise be available. This would provide financial assistance for identified but unfunded capital improvement needs and work towards funding the Police and Fire Pension Funds to 90% by the year 2040, as currently required by State statute.

In order to maximize the non-home rule sales tax funds, staff is working with our audit and bond professionals to provide options on utilizing the new revenue as debt service for a larger debt issuance in the near future.

This would allow the Village to have a significant cash influx to be used towards its Five-Year Capital Improvement Plan, while not requiring Homewood residents to fund the debt through additional property taxes.

Legislation to Implement Non-Home Rule Sales Tax
Per legislation, if the tax is approved by an ordinance after the effective date of Public Act 103-781 (August 5, 2024), the non-home rule municipality may use the proceeds of the tax for expenditure on municipal operations through January 1, 2031, in addition to or in lieu of any expenditure on public infrastructure or property tax relief.

Not a Feasible Option
If the Village were to use the non-home rule local sales tax to provide a reduction in property tax bills, the residents would only experience relief on the 11 cents of every dollar that is impacted. Transversely, without the proceeds from the new sales tax being routed to fund capital, lead service line replacements, and other municipal needs, the Village would be relegated to issue bonds. Unfortunately, the debt service for these bonds would fall directly to the property tax payers which would increase property taxes.

In order to best utilize the revenue from the non-home rules local sales tax, it is more beneficial to use the local sales tax as debt service on a larger bond issuance that allows the Village to complete many capital projects (such as roads and other infrastructure improvements) that are of long-term value to our residents without passing this debt service to the property tax payers.

Timeline
Upon approval of an ordinance by the Board of Trustees, the Village would need to notify the Illinois Department of Revenue (IDOR) by October 1, 2025 that it has enacted the tax. The tax would be effective January 1, 2026. The IDOR would administer and collect the additional 1% sales tax on behalf of Homewood to ensure a streamlined process for retailers, then remit the funds back to the Village. The Village would receive its first remittance payment in April 2026.

OUTCOME
Directing staff to prepare an ordinance implementing a 1% non-home rule local sales tax will allow the Village to utilize the local sales tax as a funding source for the Village's capital improvement program, including lead service lines and water main replacements, and assist with pension funding, which will ultimately provide property tax relief over time.

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

LEGAL REVIEW
Not Required

RECOMMENDED BOARD ACTION

Discuss the implementation of a 1% non-home rule local sales tax and provide direction to staff to prepare an ordinance for consideration at the September 9, 2025 Board meeting.

ATTACHMENT(S)

None