

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

July 08, 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 minutes from the regular meeting of the Board of Trustees held on Tuesday, June 24, 2025.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, July 8, 2025 in the amount of \$528,081.49.

7. Hear from the Audience

8. Omnibus Vote: Consider a motion to pass, approve, authorize, accept, or award the following item(s):

A. Budget Amendment/Sales Tax Revenue Sharing/Ford of Homewood: Approve a budget amendment in the amount of \$81,267 to the General Fund in order to meet the Village's obligation to Ford of Homewood for increased sales tax revenue per the sales tax sharing agreement dated February 23, 2022.

B. Agreement/Professional Services/High-Visibility Crosswalks/HR Green, Inc.: Authorize the Village Manager to enter into a professional services agreement with HR Green, Inc. of New Lenox, IL in an amount not to exceed \$24,095 for engineering and design services related to the construction of high-visibility crosswalks in the downtown area.

C. M-2361/Surplus Property/Electronic Equipment: Pass an ordinance authorizing the Village Manager to sell, trade-in, or dispose of electronic equipment listed as surplus property.

D. M-2362/Redevelopment Agreement/Purchase and Sale Agreement/PWP Homewood LLC/3003-3025 183rd Street: Pass an ordinance authorizing the Village President to enter into a redevelopment agreement and purchase and sale agreement with PWP Homewood LLC for the Village-owned property located at 3003-3025 183rd Street (Park West Plaza).

- E. Contract/Budget Amendment/High-Speed Internet Service/UrbanComm.net: Waive competitive bidding in order to secure access to high-speed internet service that meets operational and infrastructure needs; approve a budget amendment of \$22,000; and, authorize the Village President to enter into a contract with UrbanComm.net of Oak Forest, IL in the amount of \$214,800 for a period of 60 months.
- F. Agreements/Collective Bargaining/Metropolitan Alliance of Police Chapters 621 and 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.
- G. M-2363/Agreement/Lease Extension and Modification/Homewood Arts Council/2010 Chestnut Road: Pass an ordinance authorizing the Village President to enter into a Lease Extension and Modification Agreement with the Homewood Arts Council for the Homewood Auditorium located at 2010 Chestnut Road, on a month-to-month basis effective July 1, 2025, until renovation work necessitates termination or further adjustments.
- H. M-2364/Agreement/Cell Tower Lease Extension/T-Mobile/18355 Pierce Avenue: Pass an ordinance authorizing the Village President to extend the lease agreement with T-Mobile for cell tower space at 18355 Pierce Avenue for an additional five (5) years, ending on December 8, 2030.

9. Old Business:

Presentation/Discussion: Burns and McDonnell will present rate design options for the Water Rate Study.

10. General Board Discussion

11. 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
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Enter above "Meeting I.D. and Meeting Password" followed by "#" sign
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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY, JUNE 24, 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.

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

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

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

MINUTES: The minutes of June 10, 2025, were presented. There were no comments or corrections.

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

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

CLAIMS LIST: The Claims List in the amount of \$426,393.32 was presented. There were no questions from the Trustees.

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

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

HEAR FROM THE AUDIENCE: Resident Amy Crump read additional passages from the book “On Tyranny: Twenty Lessons from the Twentieth Century” by Timothy D. Snyder regarding examples of people who stood out and set an example for others to follow. Teresa Prekerowa was a Polish woman who, during the 1940s, smuggled food and medicine into the Warsaw Ghetto. She was recognized for her courageous actions. Winston Churchill prime minister was one of the few leaders who consistently challenged Adolf Hitler and made him change his plans. In these actions some people’s lives were saved.

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

- A. Purchase Approval/Ford Utility Interceptors/Currie Motors Fleet: Waive competitive bidding due to utilizing a vendor through a Joint Governmental or Cooperative purchasing program, Suburban Purchasing Cooperative; and, approve the purchase of two (2) Ford Utility Interceptors from Currie Motors Fleet of Frankfort, IL in the amount of \$91,148, plus additional equipment and upfitting to the vehicles, for a total amount of \$133,948.

- B. Purchase Approval/John Deere 410P Backhoe Loader/West Side Tractor Sales: Waive competitive bidding due to purchasing through a Joint Governmental or Cooperative purchasing program, Sourcewell Cooperative Purchasing Advantages; and, authorize the purchase and delivery of a John Deere 410P Backhoe Loader from West Side Tractor Sales of Lisle, IL in the amount of \$121,572.37.
- C. Bid Award/2025 Sidewalk Survey and Saw-Cutting or Grinding of Trip Hazards/Universal Concrete Grinding LLC: Award the bid for the 2025 Sidewalk Survey and Saw-Cutting or Grinding of Trip Hazards to Universal Concrete Grinding LLC of Girard, Ohio, the lowest responsible bidder, for a unit price of \$38.82 per cut/grind location, in a total contract amount not to exceed \$75,000. Based on this unit rate, 1,932 trip hazard locations will be addressed.
- D. M-2360/Surplus Property/Vehicles and Equipment: Pass an ordinance authorizing the Village Manager to sell, trade-in, or dispose of five (5) vehicles and equipment listed as surplus property.
- E. Agreement Renewal/Lobbying Services/Maren Ronan, Ltd.: Authorize the Village President to enter into an agreement between Maren Ronan, Ltd. (MR Ltd.) of Western Springs, IL and the Village of Homewood for lobbying services from July 1, 2025 to June 30, 2028 in the amount of \$3,000 per month.
- F. R-3226/Class 8 Cook County Real Estate Tax Classification/3355 183rd Street: Pass a resolution supporting and consenting to a Class 8 Cook County real estate tax classification for the property located at 3355 183rd Street, owned by Zenah Taher.
- G. R-3227/Redevelopment Agreement/Jonathan Kane Salon and Spa: Pass a resolution authorizing the Village President to enter into a redevelopment agreement with Larry Kane, Jonathan Kane Salon and Spa, to provide financial assistance from the non-TIF Business Incentive Program in the amount of \$3,247 for building improvements at 18065 Harwood Avenue, Retail Suite #2.
- H. R-3228/Redevelopment Agreement/17911 Harwood Avenue: Pass a resolution authorizing the Village President to enter into a redevelopment agreement with Beverly Spearman to reimburse eligible expenses in the amount of \$21,990.00 for improvements to the building at 17911 Harwood Avenue.
- I. Direction to Staff/Barefoot Land Co./17701 Bretz Drive: Direct staff to negotiate a purchase and sale agreement to sell the Village-owned commercial property located at 17701 Bretz Drive for \$750,000.00 to Barefoot Land Co. of Cape Coral, FL, to develop a modern, one-story self-storage facility on the property.
- J. R-3229/Second Amendment to Redevelopment Agreement/Wind Creek IL LLC: Pass a resolution approving a second amendment to the redevelopment agreement between the Village of Homewood, the Village of East Hazel Crest, and Wind Creek IL, LLC for the redevelopment of property to construct a casino, hotel, and parking garage within the Northeast Tax Incremental Redevelopment Project Area in Homewood and the Halsted Street Redevelopment Project Area in the Village of East Hazel Crest increasing the amount of expenses eligible for TIF reimbursement from \$55 million to \$70 million.

President Hofeld addressed Zenah Taher the owner of 3355 183rd St. on making sure the property is kept up and that all the weeds are cut down.

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

Roll Call: AYES --Trustees Harris-Jones, Heiferman, Siemsen, and Mason, President Hofeld. NAYS --None.

GENERAL BOARD DISCUSSION: Trustee Heiferman encouraged residents to attend the Homewood Science Center's annual fundraiser fun day on July 17th at the Idlewild Country Club. Trustee Siemsen along with other trustees received a tour from the Wind Creek Casino visiting their hotel and restaurant. He recommends this establishment and said it was a beautiful facility. Trustee Mason warned of the excessive heat and let everyone know that Village Hall is a cooling center from 8-5 Monday-Friday. He also said the Martin Square Block Parties are going well. President Hofeld invited all out to the 4th of July parade which will be taking off from St. Joe's parking lot at 10 am and the grand marshal will be Homewood's most senior senior, Mary Canway, who is 110 years old.

EXECUTIVE SESSION: A motion was made by Trustee Mason and seconded by Trustee Harris-Jones to enter into executive session to discuss: Purchase or lease of real property under 5 ILCS 120/2(c)(5).

Roll Call: AYES --Trustees Harris-Jones, Heiferman, Siemsen, and Mason, President Hofeld. NAYS --None.

The board moved to Executive Session at 7:15 p.m.
The board returned from Executive Session at 7:22 p.m.

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

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

The meeting adjourned at 7:23 p.m.

Respectfully submitted,

Nakina Flores
Village Clerk

From: Kris Condon
Sent: Sunday, June 22, 2025 3:38 PM
To: PublicComments
Cc:
Subject: Corrections to June 10, 2025, proposed Board minutes

External Sender: Use caution with links/attachments. Use caution when replying. If you are unsure please contact IT.

Dear Clerk Flores:

I wanted to bring to your attention a correction to your proposed minutes of the June 10, 2025, meeting of the Homewood Village Board of Trustees. I note that your "Hear from the Audience" contains the following summary of my comments:

HEAR FROM THE AUDIENCE: Agnes Troop suggested that the village put more information in the chronicle about TIFs and other matters so the public can be more informed.

Dr. Kristine Condon thanked Chief McGrath and the Homewood Police Department for enforcing the laws banning fireworks. Fireworks can be harmful to humans and pets. In 2024 her neighbor's deck was damaged. Please continue to support this ban as the holiday approaches.

A review of the video from that evening's meeting reveals the need for the following corrections:

1. I did not state that my neighbor's deck was damaged in 2024. I stated that in 2024, my neighbor addressed the Village Board about the misuse of residential fireworks, saying that she was concerned about damage to her deck.
2. In 2023, it was my garage that sustained property damage from the misuse of residential fireworks from this same neighbor.

I respectfully request that correction so the historical record of my remarks is accurate. Many thanks for your assistance!

Sincerely, Kris Condon

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

Name	Description	DEPARTMENT	Net Invoice Amount
10 ROADS EXPRESS	WATER DEPOSIT REFUND	ASSETS	52.92
Total 10 ROADS EXPRESS:			52.92
ADVANCE SWEEPING SERVICE	STREET SWEEPING	PUBLIC WORKS	1,731.66
Total ADVANCE SWEEPING SERVICES INC:			1,731.66
AIR ONE EQUIPMENT INC	DECON INSTALLATION	FIRE DEPARTMENT	500.00
Total AIR ONE EQUIPMENT INC:			500.00
ALTA CONSTRUCTION EQUIPM	PUBLIC WORKS TIRES	PUBLIC WORKS	3,435.96
ALTA CONSTRUCTION EQUIPM	WATER DEPT REPAIR PARTS	PUBLIC WORKS	1,029.02
Total ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC:			4,464.98
AMAZON CAPITAL SERVICES IN	UPS REPLACEMENT FOR PW	MANAGER'S OFFICE	920.63
AMAZON CAPITAL SERVICES IN	FARMERS MARKET KID ACTIVITIES	MANAGER'S OFFICE	66.95
AMAZON CAPITAL SERVICES IN	THERMOSTAT PD/FD	PUBLIC WORKS	40.20
Total AMAZON CAPITAL SERVICES INC:			1,027.78
ANDY GASBARRO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	442.00
Total ANDY GASBARRO:			442.00
B ALLAN GRAPHICS	ENVELOPES AND LETTERHEAD	FIRE DEPARTMENT	605.00
Total B ALLAN GRAPHICS:			605.00
BINDER LIFT LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	533.50
Total BINDER LIFT LLC:			533.50
BLUE COLLAR SUPPLY COMPA	JACKETS	PUBLIC WORKS	285.00
BLUE COLLAR SUPPLY COMPA	JACKETS	PUBLIC WORKS	60.00
Total BLUE COLLAR SUPPLY COMPANY:			345.00
BRIAN HANKEY (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total BRIAN HANKEY (HSA):			500.00
BUCKEYE POWER SALES CO I	GENERATOR TESTING	PUBLIC WORKS	1,595.50
BUCKEYE POWER SALES CO I	GENERATOR TESTING	PUBLIC WORKS	1,320.00
BUCKEYE POWER SALES CO I	GENERATOR TESTING	PUBLIC WORKS	1,383.53
Total BUCKEYE POWER SALES CO INC:			4,299.03
C & M PIPE SUPPLY	LIFT STATION 6 SUPPLIES	PUBLIC WORKS	752.14
C & M PIPE SUPPLY	SEWER MATERIALS	PUBLIC WORKS	780.00
Total C & M PIPE SUPPLY:			1,532.14
C & T LAWN AND LANDSCAPE	COMMERCIAL CUTS	FIRE DEPARTMENT	1,120.00
C & T LAWN AND LANDSCAPE	BCTC CLEANUP	FIRE DEPARTMENT	1,290.00

Name	Description	DEPARTMENT	Net Invoice Amount
C & T LAWN AND LANDSCAPE	1933 RIDGE - DANCE STUDIO CLEANUP	FIRE DEPARTMENT	530.00
Total C & T LAWN AND LANDSCAPE:			2,940.00
CARLIN SALES CORP	POTTING SOIL AND FERTILIZER FOR CBD POTS AND PL	PUBLIC WORKS	993.57
CARLIN SALES CORP	POTTING MIX	PUBLIC WORKS	2,196.00
Total CARLIN SALES CORP:			3,189.57
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	296.19
Total CHARLENE DYER:			296.19
CHEVROLET OF HOMEWOOD	L&M REPAIR PARTS	PUBLIC WORKS	233.68
CHEVROLET OF HOMEWOOD	L&M REPAIR PARTS	PUBLIC WORKS	423.03
Total CHEVROLET OF HOMEWOOD:			656.71
CHICAGO COMMUNICATIONS L	NETWORK 3 EXPENSE -- CC HILLS PD	POLICE DEPARTMENT	1,057.00
Total CHICAGO COMMUNICATIONS LLC:			1,057.00
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL - ADMINISTRATIVE REVIEW	MANAGER'S OFFICE	22.50
CHRISTOPHER J CUMMINGS P	GENERAL LEGAL	MANAGER'S OFFICE	10,835.48
CHRISTOPHER J CUMMINGS P	PROSECUTIONS	MANAGER'S OFFICE	1,848.00
CHRISTOPHER J CUMMINGS P	183RD WEST TIF GENERAL LEGAL		2,257.23
CHRISTOPHER J CUMMINGS P	NE TIF GENERAL LEGAL	PUBLIC WORKS	618.42
Total CHRISTOPHER J CUMMINGS PC:			15,581.63
CLINTON JOHNSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,367.10
Total CLINTON JOHNSON:			1,367.10
COMCAST BUSINESS CORP	INTERNET VH & NETWORK PW	MANAGER'S OFFICE	3,500.08
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE-DIRECT DIAL	MANAGER'S OFFICE	891.75
Total COMCAST BUSINESS CORP:			4,391.83
COMED	UTILITIES		84.89
COMED	UTILITIES	PUBLIC WORKS	888.39
Total COMED:			973.28
CONCENTRIC INTEGRATION	DVR MIGRATION ASSISTANCE	MANAGER'S OFFICE	765.00
Total CONCENTRIC INTEGRATION:			765.00
CURRIE MOTORS	PARTS RETURN CREDIT	PUBLIC WORKS	100.00-
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	275.29
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	268.02
CURRIE MOTORS	ADMIN REPAIR PARTS	PUBLIC WORKS	55.77
CURRIE MOTORS	ADMIN REPAIR PARTS	PUBLIC WORKS	33.38
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	71.86
CURRIE MOTORS	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	480.82
CURRIE MOTORS	ADMIN REPAIR PARTS	PUBLIC WORKS	80.67
CURRIE MOTORS	FORD F-550	FIRE DEPARTMENT	1,997.15

Name	Description	DEPARTMENT	Net Invoice Amount
CURRIE MOTORS	FORD F-550	FIRE DEPARTMENT	1,378.35
Total CURRIE MOTORS:			4,541.31
CVB	HOTEL TAX - APRIL 2025 CASINO	ASSETS	291.26
CVB	HOTEL TAX - MAY 2025 LA BANQUE	ASSETS	812.40
Total CVB:			1,103.66
D CONSTRUCTION INC	2025 MFT PAVEMENT PATCHING FINAL INVOICE	PUBLIC WORKS	64,541.10
Total D CONSTRUCTION INC:			64,541.10
DANA ROBINSON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	117.60
Total DANA ROBINSON:			117.60
DANIEL UHLMANN	WATER DEPOSIT REFUND	ASSETS	70.57
Total DANIEL UHLMANN:			70.57
DANIEL UHLMANN - HSA CONT	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total DANIEL UHLMANN - HSA CONTRIBUTION:			500.00
DARLENE LEONARD (HSA	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total DARLENE LEONARD (HSA:			500.00
DAVID NELSON (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total DAVID NELSON (HSA):			1,500.00
DAVID VITOLKA (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total DAVID VITOLKA (HSA):			1,500.00
DIKA HOMEWOOD LLC	BURLINGTON SALES TAX SHARING	MANAGER'S OFFICE	5,070.12
Total DIKA HOMEWOOD LLC:			5,070.12
EBELS ACE HARDWARE	PAVING SUPPLIES	PUBLIC WORKS	21.92
Total EBELS ACE HARDWARE:			21.92
ERIC BUJAK	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	306.00
Total ERIC BUJAK:			306.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	420.74
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	876.14
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	532.49
Total EXPERT CHEMICAL:			1,829.37
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	23.34
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	18.11

Name	Description	DEPARTMENT	Net Invoice Amount
FORD OF HOMEWOOD	POLICE DEPT REPAIR PARTS	PUBLIC WORKS	65.88
Total FORD OF HOMEWOOD:			107.33
GALLAGHER MATERIALS	ASPHALT	PUBLIC WORKS	216.08
Total GALLAGHER MATERIALS:			216.08
GFC LEASING	MONTHLY AGREEMENT	MANAGER'S OFFICE	944.23
Total GFC LEASING:			944.23
GOLDEN RULE CREATIONS	UNIFORM PATCHES	POLICE DEPARTMENT	987.45
Total GOLDEN RULE CREATIONS:			987.45
GRAINGER INC	LADDER REPLACEMENT	PUBLIC WORKS	329.26
GRAINGER INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	889.97
GRAINGER INC	EMERGENCY SHOWER REPAIRS	PUBLIC WORKS	2,356.61
GRAINGER INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	302.74
Total GRAINGER INC:			3,878.58
GREEN GLEN NURSERY INC	PERRENIALS FOR VILLAGE HALL	PUBLIC WORKS	2,299.00
Total GREEN GLEN NURSERY INC:			2,299.00
HELSEL JEPPERSON ELECTRI	SHOP SUPPLIES	PUBLIC WORKS	545.00
HELSEL JEPPERSON ELECTRI	STREET LIGHT SUPPLIES	PUBLIC WORKS	757.00
Total HELSEL JEPPERSON ELECTRICAL:			1,302.00
HENRY RENKEN	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	459.00
Total HENRY RENKEN:			459.00
HOMER TREE CARE INC	TRIM LIST	PUBLIC WORKS	4,200.00
Total HOMER TREE CARE INC:			4,200.00
HOMEWOOD DISPOSAL	17801 BRETZ DRIVE	FIRE DEPARTMENT	750.20
Total HOMEWOOD DISPOSAL:			750.20
HOMEWOOD-FLOSSMOOR CH	CHRONICLE AD	MANAGER'S OFFICE	420.00
Total HOMEWOOD-FLOSSMOOR CHRONICLE:			420.00
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	5,598.72
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	2,773.59
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	6.02
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	1,993.52
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	2,310.72
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	1,555.67
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	1,505.49
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	7,124.77
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	3,015.10

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	5,771.02
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	2,666.99
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	1,451.02
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	3,710.36
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	8,685.98
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	7,004.14
IPBC	JULY INSURANCE PREMIUM	FIRE DEPARTMENT	41,198.15
IPBC	JULY INSURANCE PREMIUM	FIRE DEPARTMENT	6,135.11
IPBC	JULY INSURANCE PREMIUM	FIRE DEPARTMENT	3,271.45
IPBC	JULY INSURANCE PREMIUM	POLICE DEPARTMENT	73,188.02
IPBC	JULY INSURANCE PREMIUM	POLICE DEPARTMENT	7,667.58
IPBC	JULY INSURANCE PREMIUM	POLICE DEPARTMENT	4,029.57
IPBC	JULY INSURANCE PREMIUM	POLICE DEPARTMENT	5,795.27
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	68,800.23
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	2,185.64
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	8,462.26
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	6,812.46
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	4,510.67
IPBC	JULY INSURANCE PREMIUM	PUBLIC WORKS	9,191.40
IPBC	JULY INSURANCE PREMIUM	MANAGER'S OFFICE	232.50
Total IPBC:			296,653.42
IRMA	MAY 2025 UNDERWRITING LATE FEE	MANAGER'S OFFICE	100.00
IRMA	MAY 2025 DEDUCTIBLE	MANAGER'S OFFICE	3,117.66
IRMA	MAY 2025 DEDUCTIBLE	POLICE DEPARTMENT	7.92
Total IRMA:			3,225.58
JAMES ANDERSON (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total JAMES ANDERSON (HSA):			1,500.00
JAMES GANNON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	2,083.20
JAMES GANNON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	945.60
Total JAMES GANNON:			3,028.80
JASON CARRON	CREW MEAL REIMB.	PUBLIC WORKS	46.30
Total JASON CARRON:			46.30
JOCELYN FAYDENKO	REFUND - CITATION PAID IN ERROR	ASSETS	35.00
Total JOCELYN FAYDENKO:			35.00
JONES PARTS & SERVICE INC	WATER DEPT REPAIR PARTS	PUBLIC WORKS	14.18
Total JONES PARTS & SERVICE INC:			14.18
JOSEPH HUPFER (HSA)	SEMI ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total JOSEPH HUPFER (HSA):			500.00
JOSHUA BURMAN (HSA)	SEMI ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,000.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total JOSHUA BURMAN (HSA):			1,000.00
KATHERINE BECKER - HSA CO	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total KATHERINE BECKER - HSA CONTRIBUTION:			500.00
KATINA JUDE	WATER DEPOSIT REFUND	ASSETS	35.27
Total KATINA JUDE:			35.27
KEVIN WAKE (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total KEVIN WAKE (HSA):			1,500.00
KYLE ASCHE	FM ENTERTAINMENT 7.26	MANAGER'S OFFICE	200.00
Total KYLE ASCHE:			200.00
LANER MUCHIN LTD	ARBITRATION APPEAL/LABOR RELATIONS	MANAGER'S OFFICE	11,185.00
LANER MUCHIN LTD	PSEBA APPLICATION/LABOR RELATIONS	MANAGER'S OFFICE	8,160.00
LANER MUCHIN LTD	RETAINER/LABOR RELATIONS	MANAGER'S OFFICE	3,666.67
Total LANER MUCHIN LTD:			23,011.67
LEAKS DENNIS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	18.99
Total LEAKS DENNIS:			18.99
LEEPS SUPPLY CO INC	LIFT STATION 6 SUPPLIES	PUBLIC WORKS	106.94
Total LEEPS SUPPLY CO INC:			106.94
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	50.28
Total LOTT #1 INC:			50.28
MAREN RONAN	LOBBYING SERVICES	MANAGER'S OFFICE	3,000.00
Total MAREN RONAN:			3,000.00
MARGARET NAGELA	WATER DEPOSIT REFUND	ASSETS	88.22
Total MARGARET NAGELA:			88.22
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	376.31
Total MARIAN KIEPURA:			376.31
MCMaster CARR SUPPLY	OPERATING SUPPLIES PW	PUBLIC WORKS	247.49
MCMaster CARR SUPPLY	FIRST AID SUPPLIES	PUBLIC WORKS	96.70
MCMaster CARR SUPPLY	MSC FIRST AID	PUBLIC WORKS	189.59
MCMaster CARR SUPPLY	MSC FIRST AID	PUBLIC WORKS	90.42
MCMaster CARR SUPPLY	CREDIT / RETURN	PUBLIC WORKS	247.49-
MCMaster CARR SUPPLY	BUILDING MAINTENANCE	PUBLIC WORKS	247.49

Name	Description	DEPARTMENT	Net Invoice Amount
Total MCMASTER CARR SUPPLY:			624.20
MELANIE HAMILTON (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	500.00
Total MELANIE HAMILTON (HSA):			500.00
MELODY LACH	WATER DEPOSIT REFUND	ASSETS	52.92
Total MELODY LACH:			52.92
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	171.38
MENARDS INC	IRRIGATION	PUBLIC WORKS	127.24
MENARDS INC	SAFETY VESTS	PUBLIC WORKS	153.77
MENARDS INC	HVAC SUPPLIES	PUBLIC WORKS	55.97
MENARDS INC	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	26.94
MENARDS INC	HVAC SUPPLIES	PUBLIC WORKS	132.48
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	57.47
MENARDS INC	GLOVES	PUBLIC WORKS	49.94
MENARDS INC	UTILITY BOXES FOR VEHICLES	PUBLIC WORKS	265.14
Total MENARDS INC:			1,040.33
METROPOLITAN INDUSTRIES I	METROCLOUD DATA SERVICE	PUBLIC WORKS	300.00
Total METROPOLITAN INDUSTRIES INC:			300.00
MICHAEL HADDON	WATER DEPOSIT REFUND	ASSETS	58.81
Total MICHAEL HADDON:			58.81
MIDLAND EQUIPMENT COMPA	VEHICLE MAINT DEPT TOOLS	PUBLIC WORKS	140.00
Total MIDLAND EQUIPMENT COMPANY OF MI INC:			140.00
MONARCH AUTO SUPPLY INC	VEHICLE MAINT DEPT TOOL	PUBLIC WORKS	152.00
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	5.81
MONARCH AUTO SUPPLY INC	VEHICLE MAINT DEPT TOOL	PUBLIC WORKS	194.35
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	11.09
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	28.92
MONARCH AUTO SUPPLY INC	ADMIN REPAIR PARTS	PUBLIC WORKS	26.11
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	26.94
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	50.35
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	191.41
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	90.90
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	6.99
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	49.31
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	152.76
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	104.27
MONARCH AUTO SUPPLY INC	OPERATING SUPPLIES PW	PUBLIC WORKS	19.98
MONARCH AUTO SUPPLY INC	L&M REPAIR PARTS	PUBLIC WORKS	69.98
MONARCH AUTO SUPPLY INC	STREET DEPT REPAIR PARTS	PUBLIC WORKS	876.92
Total MONARCH AUTO SUPPLY INC:			2,058.09
MultiSystem Management Compa	JANITORIAL SERVICES VILLAGE WIDE	PUBLIC WORKS	3,466.65

Name	Description	DEPARTMENT	Net Invoice Amount
Total MultiSystem Management Company:			3,466.65
NANCY ADAMS - HSA	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,000.00
Total NANCY ADAMS - HSA:			1,000.00
NATHAN B OLSON	DJ FOR MARTIN SQUARE BLOCK PARTY	MANAGER'S OFFICE	400.00
Total NATHAN B OLSON:			400.00
NICOR	UTILITIES	PUBLIC WORKS	311.49
NICOR	UTILITIES	PUBLIC WORKS	1,385.67
NICOR	UTILITIES	PUBLIC WORKS	225.44
NICOR	UTILITIES	PUBLIC WORKS	54.16
Total NICOR:			1,976.76
NORTH EAST MULTI-REGIONAL	JOHN REID ADVANCED INTERVIEWS AND INTERROGATI	POLICE DEPARTMENT	125.00
NORTH EAST MULTI-REGIONAL	POLICE URBAN RIFLE/CARBINE TACTICAL SHOOTING SK	POLICE DEPARTMENT	300.00
Total NORTH EAST MULTI-REGIONAL TRAINING:			425.00
OTTOSEN DINOLFO HASENBAL	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	787.50
Total OTTOSEN DINOLFO HASENBALG & CASTALDO LTD:			787.50
PHILLIPS CHEVROLET	2800 TAHOE	FIRE DEPARTMENT	630.10
PHILLIPS CHEVROLET	2800 TAHOE	FIRE DEPARTMENT	1,382.90
Total PHILLIPS CHEVROLET:			2,013.00
PIRTEK SOUTH HOLLAND	STREET DEPT REPAIR PARTS	PUBLIC WORKS	125.81
Total PIRTEK SOUTH HOLLAND:			125.81
PITNEY BOWES	POSTAGE SUPPLIES - EZ SEAL	POLICE DEPARTMENT	74.69
Total PITNEY BOWES:			74.69
REESE LAW CENTER	WATER DEPOSIT REFUND	ASSETS	70.57
Total REESE LAW CENTER:			70.57
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	FIRE DEPARTMENT	65.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	FIRE DEPARTMENT	32.50
Total RELIANCE SAFETY LANE & SERVICE:			97.50
SECRETARY OF STATE	TITLE CORRECTION #49	PUBLIC WORKS	50.00
Total SECRETARY OF STATE:			50.00
SERENDIPITY YOGA AND WELL	YOGA LESSONS	FIRE DEPARTMENT	300.00
Total SERENDIPITY YOGA AND WELLNESS LLC:			300.00

Name	Description	DEPARTMENT	Net Invoice Amount
SERVICE SANITATION INC	PORTABLE SANITATION WP3	PUBLIC WORKS	350.00
SERVICE SANITATION INC	RESTROOMS FARMERS MARKET	MANAGER'S OFFICE	267.55
Total SERVICE SANITATION INC:			617.55
SHARK SHREDDING INC	DOCUMENT SCANNING	FIRE DEPARTMENT	325.82
Total SHARK SHREDDING INC:			325.82
SHOREWOOD HOME AND AUT	L&M DEPT REPAIR PARTS	PUBLIC WORKS	159.97
Total SHOREWOOD HOME AND AUTO INC:			159.97
STANARD & ASSOCIATES INC	FIREFIGHTER LT TESTING	MANAGER'S OFFICE	7,250.00
Total STANARD & ASSOCIATES INC:			7,250.00
STEVEN M. BIERIG	PSEBA ARBITRATION HEARING	MANAGER'S OFFICE	7,200.00
Total STEVEN M. BIERIG:			7,200.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	390.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	910.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	954.00
Total SUBURBAN LABORATORIES INC:			2,254.00
SYLVIA ALEXANDER	NOTARY RECERTIFICATION	PUBLIC WORKS	175.85
Total SYLVIA ALEXANDER:			175.85
TALLGRASS RESTORATION LL	WETLAND RESTORATION PROJECT	PUBLIC WORKS	3,700.00
Total TALLGRASS RESTORATION LLC:			3,700.00
THOMPSON ELEVATOR INSPEC	ELEVATOR INSPECTIONS	FIRE DEPARTMENT	38.00
Total THOMPSON ELEVATOR INSPECTION:			38.00
T-MOBILE	PHONES AND IPADS	MANAGER'S OFFICE	1,383.37
Total T-MOBILE:			1,383.37
TRAINING CONCEPTS INC	AFFILIATION FEE	POLICE DEPARTMENT	60.00
Total TRAINING CONCEPTS INC:			60.00
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	520.50
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	132.00
TRL TIRE SERVICE	PUBLIC WORKS TIRES	PUBLIC WORKS	557.45
Total TRL TIRE SERVICE:			1,209.95
TRONC	LEGAL NOTICES	MANAGER'S OFFICE	883.54
Total TRONC:			883.54

Name	Description	DEPARTMENT	Net Invoice Amount
ULINE	BUILDING MAINTENANCE SUPPLIES	PUBLIC WORKS	422.40
Total ULINE:			422.40
USA BLUEBOOK	LOCATE PAINT/FLAGS	PUBLIC WORKS	728.25
USA BLUEBOOK	SHOP SUPPLIES	PUBLIC WORKS	170.41
Total USA BLUEBOOK:			898.66
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	70.00
UTERMARK & SONS QUALITY L	GRASS CUTTING	FIRE DEPARTMENT	120.00
Total UTERMARK & SONS QUALITY LAWN CARE CO:			190.00
VALERIE SPADA (HSA)	SEMI-ANNUAL VILLAGE HSA CONTRIBUTION	ASSETS	1,500.00
Total VALERIE SPADA (HSA):			1,500.00
VESTIS GROUP INC	FLEET UNIFORMS	PUBLIC WORKS	62.36
VESTIS GROUP INC	BUILDING MAINTENANCE	PUBLIC WORKS	78.98
VESTIS GROUP INC	L&M UNIFORMS	PUBLIC WORKS	117.11
VESTIS GROUP INC	STREET UNIFORMS	PUBLIC WORKS	685.88
VESTIS GROUP INC	UTILITY UNIFORMS	PUBLIC WORKS	306.77
VESTIS GROUP INC	MISC FEES	PUBLIC WORKS	231.32
VESTIS GROUP INC	SHOP TOWELS	PUBLIC WORKS	78.00
VESTIS GROUP INC	RUGS AND MATS	PUBLIC WORKS	1,164.74
Total VESTIS GROUP INC:			2,725.16
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	39.73
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	FIRE DEPARTMENT	307.57
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	62.84
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	MANAGER'S OFFICE	11.65
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-PAPER	MANAGER'S OFFICE	71.72
Total WAREHOUSE DIRECT OFFICE PDTS:			493.51
WOLDHUIS FARMS	NATIVE PLANTS	PUBLIC WORKS	999.10
Total WOLDHUIS FARMS:			999.10
WORKING WELL	POLICE CLERICAL PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	284.00
WORKING WELL	POLICE CLERICAL PRE-EMPLOYMENT PHYSICAL	MANAGER'S OFFICE	25.00
Total WORKING WELL:			309.00
WRIGHT MATERIALS LLC	BLACK DIRT	PUBLIC WORKS	200.00
Total WRIGHT MATERIALS LLC:			200.00
WS DARLEY & CO	RUBBER BOOTS - VICTOR	PUBLIC WORKS	214.98
Total WS DARLEY & CO:			214.98
Grand Totals:			528,081.49

Name	Description	DEPARTMENT	Net Invoice Amount
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Dated: _____

Village Clerk: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Amy Zukowski, Director of Finance

Topic: Budget Amendment – Ford of Homewood Sales Tax Sharing

PURPOSE

Staff is requesting the Village Board approve a budget amendment to meet its obligation to Ford of Homewood for their annual sales tax sharing payment according to the agreement approved in February 2022.

PROCESS

During the February 22, 2022 Board of Trustees meeting, the Village Board authorized entering into a sales tax sharing agreement with Ford of Homewood. The sales tax sharing agreement established an incentive of \$1,000,000 payable over a 15-year period. The sales tax sharing is structured with 90% to Ford of Homewood and 10% to the Village in years 1 and 2 – with a 10% proportional reduction to Ford of Homewood's share every two years. This will culminate in a 30% share to Ford of Homewood and 70% to the Village in year 14 and 20% to Ford of Homewood and 80% to the Village in year 15.

Base Sales Tax

As part of the sales tax sharing arrangement, the Village will continue to receive 100% of the amount of sales tax generated by the former Van Drunen Ford – described as “base sales tax.” After the Village receives an amount equal to the base sales tax, any remaining sales tax will be shared between the Village and Ford of Homewood – described as the “incentive.” To calculate the base sales tax amount, the Village averaged their portion of sales tax from the property prior to Steve Phillipos' acquisition of the property. The base sales tax amount is \$149,192 (three-year average for Van Drunen Ford from 2018 through 2020).

Ford of Homewood Sales Increase

During the past year, sales at Ford of Homewood have increased nearly 70%. The owner, Mr. Steve Phillipos is currently investing in the property through expansion of the facility and improvements to the property. Mr. Phillipos plans to continue to improve performance at the Ford dealership to make this store one of the best in the Midwest.



Future Incentive Payments Possible with TIF Increment

In the future, as the Kedzie Avenue Gateway TIF district accumulates increment from this and other developments over the next few years, the Village will have the option to pay Ford of Homewood's remaining incentive payments out of the property tax increment; not from sales tax sharing.

OUTCOME

Approval of the budget amendment will allow the Village to meet its obligation to Ford of Homewood for sales tax revenue sharing.

FINANCIAL IMPACT

- **Funding Source:** General Fund – Transfer from Business Incentive Program
- **Budgeted Amount:** \$30,000
- **Budget Amendment Requested:** \$81,267

LEGAL REVIEW

Not Required

RECOMMENDED BOARD ACTION

Approve a budget amendment of \$81,267 to the General Fund to meet the Village's obligation to Ford of Homewood for sales tax revenue sharing per the sales tax sharing agreement dated February 23, 2022.

ATTACHMENT(S)

None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Crosswalk Engineering Contract agreement/HR Green LLC

PURPOSE

Staff is requesting approval of a professional services agreement with HR Green, Inc of New Lenox, IL for engineering and design work related to the construction of high-visibility crosswalks in the downtown area. This initiative follows the Village's 2024 Downtown Transit-Oriented Development (TOD) Master Plan, which outlines pedestrian improvements to support safety, connectivity, and economic growth. The proposed work includes detailed engineering for five crosswalks and 10 ADA-accessible curb ramps at key intersections, including Ridge Road, Harwood Avenue, Chestnut Road, Martin Avenue, and Dixie Highway. The project will also include enhanced safety features like solar-powered flashing beacons and ADA-compliant ramps.

PROCESS

In 2024, the Village passed the Downtown Transit-Oriented Development (TOD) Master Plan, which provided recommendations for filling gaps in Homewood's downtown pedestrian network. These improvements were strategically developed in partnership with the Regional Transportation Authority (RTA), Muse Consultants, and CivilTech Engineers to improve pedestrian safety and convenience, promote safe vehicle operation, and support future mixed-use development in the downtown. As prescribed in the plan, crosswalks are also needed to improve connectivity in the downtown, linking surrounding parking areas and residential neighborhoods to downtown Homewood. The proposed pedestrian improvements are essential for cultivating functional and sustainable transit-oriented development in Homewood.

Downtown Homewood is experiencing rapid growth, with several commercial and mixed-use developments in progress or planned to begin in the next two to three years. These developments will include multiple large restaurants and several mixed-use projects (residential/commercial), all of which will add significant foot traffic to the downtown area. Supporting increased foot traffic will require significant improvements to existing infrastructure, especially along Ridge Road and Harwood Avenue where many of these developments are proposed. The largest of these developments, proposed to be located on the site of the existing Village Hall parking lot, will shift parking for the Village Hall and other municipal buildings across Dixie Highway. Substantial improvements are needed to support safe travel between the new



parking areas and municipal buildings. The seven crosswalks proposed represent essential links for supporting continued transit-oriented development in the downtown.

The project involves the engineering design and bid document preparation for a series of pedestrian safety improvements at key downtown intersections. Specifically, the work will focus on five crosswalks and 10 associated ADA-accessible curb ramps. These intersections include:

- Harwood Ave. and Ridge Rd. – one (1) crossing with two (2) ADA ramp improvements.
- Ridge Rd. and Martin Ave. (east intersection) – one (1) crossing with two (2) ADA ramp improvements.
- Chestnut Rd. and Harwood Ave. – two (2) crossings with four (4) ADA ramp improvements.
- Dixie Hwy. and Chestnut Rd. – one (1) crossing with two (2) ADA ramp improvements.

Improvements at these locations will include the installation of high visibility crosswalk striping, ADA-compliant sidewalk ramps, updated signage, and solar-powered flashing beacon assemblies to enhance pedestrian safety. HR Green will also perform a topographic survey, prepare detailed construction drawings, develop special provisions, and assist with the Illinois Department of Transportation permit application for improvements at Dixie Highway, which falls under State jurisdiction. Additionally, the firm will support the Village throughout the bidding process by providing bid documents, answering contractor inquiries, and reviewing submitted bids.

OUTCOME

High visibility crosswalks and accessible pedestrian infrastructure are essential tools in promoting public safety. These upgrades will improve visibility for both pedestrians and drivers, reduce the likelihood of accidents, and ensure compliance with the Americans with Disabilities Act (ADA). The addition of solar-powered beacons will provide further protection by drawing attention to pedestrians crossing busy intersections.

FINANCIAL IMPACT

- **Funding Source:** General Capital
- **Budgeted Amount:** \$75,000
- **Engineering and Design Services Cost:** not to exceed \$24,095

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Authorize the Village Manager to enter into a professional services agreement with HR Green, Inc. of New Lenox, IL in an amount not to exceed \$24,095 for engineering and design services related to the construction of high visibility crosswalks in the downtown area.

VILLAGE OF HOMEWOOD

Item 8. B.



ATTACHMENT(S)

- Work Breakdown Structure
- Agreement

Work Breakdown Structure and Fee Estimate

HRG Project No.: 25P02595

Item 8. B.

Homewood 2025 High Visibility Crosswalk Design & Plan Preparation - 5 Crossing & 10 Ramps Total

Ridge Rd & Harwood Ave. (2 Ramps & 1 x-ings) - Revised Per Homewood (One one Crossing needed here. There are two new crossings already with Metra Station.

Ridge Rd & Martin Ave. (2 Ramps & 1 X-ing)

Chestnut Rd & Harwood Ave. (4 Ramps & 2 X-ings)

Dixie Hwy & Chestnut Rd. (2 Ramps & 1 X-ing)

Task	SHEETS	Total	Direct Costs	Total Fee
2.1. Data Collection & Review		22	\$ 75.00	
Topographic Survey (2 hrs per corner x 10 corners field plus 2 hrs survey drafting)		22		\$ 3,164.00
				\$ -
2.2 Final Engineering		124	\$ 150.00	
A. Initial Kickoff Mtg & Site Visit				
Site Visit/Inspection		8		\$ 1,500.00
B. Pedestrian Crossing Improvements Design and Plan Preparation				
Utility Investigation (JULIE - 4 Locations)		2		\$ 170.00
Cover Sheet	1	4		\$ 340.00
General Notes	1	4		\$ 340.00
Summary of Quantities	1	10		\$ 1,370.00
Maintenance of Traffic - Assumes use IDOT standard details only	0	0		\$ -
General Plan Sheets with spot elevations, striping, and sign locations	2	40		\$ 4,770.00
Standard Detail Sheets	2	4		\$ 340.00
	7	0		\$ -
		0		\$ -
Quantity Calculations				
Project Quantities notes on sheets a SOQ only		10		\$ 1,260.00
		0		\$ -
Project Specifications				
Project Specifications including Std IDOT BLR front end docs & Special Provisions		6		\$ 920.00
				\$ -
Estimates				
Estimate of Cost		4		\$ 665.00
Estimate of Time		5		\$ 955.00
Project QA/QC			\$ -	
Roadway		8		\$ 1,980.00
Structural - N/A		0		\$ -
Bidding Assistance				
Proposal Booklet		8		\$ 1,084.00
Advertise Project - N/A (Provided by Client)		2		\$ 164.00
Bid Opening		2		\$ 580.00
Bid Tab		1.5		\$ 227.00
Letter of Recommendation		1.5		\$ 227.00
RFI Responses (Assume 2)		4		\$ 1,010.00
2.3 Permit Services		12		
IDOT Permit Application & Submittal (2xs assumed)		12		\$ 1,424.00
NPDES -N/A (< 1 Acre disturbance)		0		
		0		
2.4. Project Administration, Coordination, and Meetings		6	\$ 50.00	
Invoicing - 2 months @ 0.5 hour		1		\$ 290.00
Meeting Prep and Minutes		1		\$ 290.00
Progress Meetings (1 total not including the Initial KO mtg in Section 2.2.A.)		4		\$ 750.00
		0		\$ -
		0		\$ -
Total		164	\$ 275.00	
2025 Standard Rates				
Fee			\$ 23,820.00	\$ 24,095.00

Assumptions:

6 months



PROFESSIONAL SERVICES AGREEMENT

For

**Homewood 2025 High Visibility Crosswalk Improvements
Topographic Survey and Final Engineering Services**

Mr. Terence Acquah
Assistant Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, IL 60430
Ph: 708.206.3378

T. Scott Creech, PE
Senior Project Manager
HR Green, Inc.
323 Alana Drive
New Lenox, IL, 60451
Ph: 718.320.7119

HR Green Project Number: 2502595

June 3, 2025

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2.0	SCOPE OF SERVICES
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5.0	SERVICES BY OTHERS
6.0	PROFESSIONAL SERVICES FEE
7.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between Village of Homewood (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The CLIENT desires to provide improvements to the pedestrian network located in the core downtown area. COMPANY proposes to provide design and bid/construction documents for proposed improvements to the below noted intersections, as specifically requested by CLIENT via various email correspondence from March 17 thru April 11, 2025. Specifically, improvements shall include high visibility crosswalk striping, signage, and solar powered flashing beacon assemblies, along with the ramp improvements required to bring each into compliance with the applicable Americans with Disabilities Act (ADA). The proposed locations included in this AGREEMENT are:

- a. Harwood Ave. and Ridge Rd. – One (1) crossing with two (2) ADA ramp improvements.
- b. Ridge Rd. and Martin Ave. (east intersection) – One (1) crossing with two (2) ADA ramp improvements.
- c. Chestnut Rd. and Harwood Ave. – Two (2) crossings with four (4) ADA ramp improvements.
- d. Dixie Highway (FAU 2843) and Chestnut Rd. – One (1) crossing with two (2) ADA ramp improvements.
 - Total crossings and ADA ramp improvements included in this AGREEMENT are five (5) and ten (10), respectively.

The work will include topographic survey, design, the preparation of bidding/construction documents, opinion of probable construction cost estimates, and related work necessary to complete the bid/construction documents.

The design and bid/construction documents for the noted areas of improvements will follow CLIENT and Illinois Department of Transportation (IDOT) standards and procedures, as applicable.

The project will be funded from the CLIENT's General Funding budget.

1.2 Design Criteria/Assumptions

The engineering and contract documents will be developed according to the applicable requirements within the following design guidelines:

- a) IDOT Bureau of Local Roads and Streets (BLR) Manual, IDOT Bureau of Design and Environment (BDE) Manual, and applicable standard details and specifications.
- b) ADA and Public Rights-of-Way Accessibility Guidelines (PROWAG) regulations.
- c) CLIENT's Guidelines, Details, and Standards (as applicable).

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Topographic Survey

COMPANY will perform a right-of-way and topographic survey for a portion of five (5) pedestrian crossings and ten (10) corners within the project limits. Survey will only include existing visible features, traffic signal poles, and improvements at each crosswalk from the edge of pavement to 30 feet along each sidewalk and shall include pavement elevations within the crosswalk area to confirm cross slope accurate cross slope. Survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83(2011) and North American Vertical Datum of 1988 (NAVD88). Temporary benchmarks will be established, as necessary.

Topographic Survey Base Map

COMPANY will generate a MicroStation ORD drawing and terrain model including one foot contour intervals of the existing features collected along the roadway according to IDOT standards.

2.2 Final Engineering

A. Initial Kickoff Meeting

Two (2) people from COMPANY will attend one (1) field meeting with CLIENT to ascertain that the scope of proposed improvements is clearly defined and to confirm the project schedule.

B. Pedestrian Crossing Improvements Design and Plan Preparation.

COMPANY will perform one (1) thorough field evaluation of the proposed pedestrian crosswalk locations to be improved. The above identified field evaluation will obtain measurements, define the pedestrian improvement strategy, and review existing sidewalk ramps for compliance with current ADA standards. To minimize travel expenses, COMPANY will perform the field evaluation after the Initial Kickoff Meeting described in 2.2.A, on the same date. The proposed improvements for the pedestrian crossings will be designed and depicted on plan sheets for each area previously defined in Section 1.1. The plan sheets will include the proposed sidewalk layouts, detailed proposed ramp elevations, ADA detectable warning plate configurations, pavement patching, curb and gutter improvements, utility structure adjustments, proposed high visibility striping applications, and locations of proposed signage and solar powered flashing beacon assemblies.

Removal items, consisting of removal of existing sidewalks, combination concrete curb and gutter, and brick pavers, as applicable will be quantified in the project schedule and labeled on the plan sheets with the proposed improvements. Also included in the project plan set will be a cover sheet with a location map of the area of improvement, a summary of quantities, general notes, and miscellaneous details, as applicable.

C. Special Provisions

The COMPANY will prepare contract special provisions for the project. The document will include Supplemental, Recurring, BLR, BDE, and project specific special provisions, as necessary. The project specific special provisions will be written to cover any items not covered by the IDOT Standard Specifications for Road and Bridge Construction or the aforementioned special provisions.

D. Maintenance of Traffic

An analysis of how the proposed improvements will be constructed and the maintenance of traffic and access will be discussed with CLIENT. It is assumed that the applicable IDOT Highway Standards will be used for traffic control and protection during construction, which will be listed in the plans and specifications.

E. Engineer's Opinion of Probable Cost

Engineer's Opinion of Probable Cost (EOPC) will be developed and refined throughout the design process so that CLIENT has the latest cost estimate as the project's final construction documents are submitted for review and approval. These costs will be determined using pay items and the latest historical unit prices available for the area.

F. Bidding Assistance and Recommendation to Award

COMPANY will prepare the Notice to Bidders and Contract Proposal and provide advertisement language for CLIENT to schedule the advertisement dates through the local newspaper. COMPANY will provide plans and bidding documents in electronic (.pdf format) and respond to questions during the bidding process.

At the bid opening, CLIENT will open and read aloud the results of each contractor's bid and announce an apparent low bidder. COMPANY will be in attendance at the bid opening to assist CLIENT with clarifying bidding information and answer questions. Following the bid opening, COMPANY will examine the bid documents and perform calculation checks of each contractor to confirm the low bidder and generate bid tabulations. Subsequently, COMPANY will coordinate with the low bidder and obtain the executed Contract and Contract Bond documents from the contractor. COMPANY will combine and prepare the completed Contract documents and submit to CLIENT for execution and approval.

2.3 Permit Services

A. IDOT Permit Application Services

Dixie Highway (FAU 2843) is under the jurisdiction of IDOT and therefore will require a permit for the construction of the proposed improvements. COMPANY will prepare and submit an IDOT permit application, including the applicable plans and specifications relevant to the proposed crossing improvements at Dixie Highway. It is anticipated that two (2) application submittals will be required to obtain the permit. Additional submittals, if needed, will require an amendment to this AGREEMENT.

B. IEPA – NPDES Permit Services

The total area of disturbance is not anticipated to exceed one (1) acre; therefore, an IEPA-NPDES permit will not be required and is not included in the AGREEMENT.



2.4 Project Administration, Coordination and Meetings

Project administration and coordination will involve the management and oversight of the project, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, and the contractor. The project coordination work will include:

1. In addition to the initial kickoff meeting noted in section 2.1.A, one progress meeting will occur with CLIENT to review the design and plans prior to final bid/construction document submittal to CLIENT. One (1) person from COMPANY will attend the progress meeting.
2. Project documentation is also critical to project success. COMPANY will prepare/distribute meeting minutes of all meetings attended, which will detail the discussions of attendees along with the action required of the attendees.
3. Routine coordination with CLIENT throughout the design process.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will prepare two (2) construction documents and EOPC submittals for CLIENT review and approval. An initial submittal of pre-final construction documents and EOPC will be provided to CLIENT for review, comments, and/or approval. COMPANY will review and update the documents based on applicable review comments received from CLIENT and then submit final construction documents to CLIENT. COMPANY will also make up two (2) submittals to IDOT to obtain permit.

The schedule for the project timeline is anticipated that the COMPANY will prepare the contract documents for a local agency approval in July 2025. IDOT permitting is expected to take 4-8 months, based on recent experience. The project bid/letting schedule will be dependent on when the IDOT permit is received.

This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- A. Environmental studies/coordination of any nature
- B. Landscape Design and/or plans
- C. Retaining wall and/or structural design services
- D. Right of way survey
- E. Plat of Easement
- F. Plat of Dedication/Highways
- G. Plat of Survey/Topography
- H. Right of way and/or easement plat preparation
- I. Alignment/Tie Information (CAD files to be provided to contractor)



- J. Separate removal plans
- K. Detailed MOT plans and/or details
- L. IEPA-NPDES permit and/or Storm Water Pollution Prevention Plan
- M. Advertisement fees
- N. Construction administration/observation services
- O. Record Drawings (by Contractor)

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Sub-consultant services are not anticipated to be required.

6.0 Professional Services Fee

6.1 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act, (50 ILCS 505). If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

6.2 Payment

CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of **\$24,095.00**.

ITEM	MAN-HOURS	LABOR COST	DIRECT COST (1)	SUB CONSULTING
2.1 Topographic Survey				
Topographic Survey & Base Map	22	\$ 3,164.00	\$ 75.00	
2.2 Final Eng. Services				
Final Engineering (includes project QC/QA)	124	\$ 17,902.00	\$ 150.00	
2.3 Permit Services				
IDOT Permit	12	\$ 1,424.00		
2.3 Project Administrative, Coordination, & Meetings	6	\$ 1,330.00	\$ 50.00	
Subtotals:	164	\$ 23,820.00	\$ 275.00	N/A
Contract Total:			\$ 24,095.00	

(1) **Direct Costs** - Includes Postage, Mileage for Meetings/Field Visits, Bid Advertisement, & Plotting Costs. Details are available on request.



7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

7.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions



in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

7.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.



7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore,

the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made

additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



7.26 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

T. Scott Creech, P.E.

Approved by:

Printed/Typed Name: Anthony P. Simmons, P.E.

Title: Regional Director - Transportation

Date:

6/3/2025

VILLAGE OF HOMEWOOD

Accepted by:

Printed/Typed Name:

Title:

Date:

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HR GREEN
Billing Rate Schedule
Effective January 1, 2025

Professional Services	Billing Rate Range
Principal	\$265.00 - \$385.00
Senior Professional	\$265.00 - \$385.00
Professional	\$180.00 - \$265.00
Junior Professional	\$110.00 - \$185.00
Senior Technician	\$145.00 - \$190.00
Technician	\$90.00 - \$155.00
Senior Field Personnel	\$170.00 - \$230.00
Field Personnel	\$105.00 - \$185.00
Junior Field Personnel	\$95.00 - \$130.00
Senior Administrative	\$130.00 - \$170.00
Administrative	\$75.00 - \$130.00
Operator/Interns	\$75.00 - \$150.00

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.90 per mile or \$85.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. All other direct expenses will be invoiced at cost plus 10%.

**BOARD AGENDA MEMORANDUM****DATE OF MEETING: July 8, 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 surplus property.

PROCESS

Semi-annually, the Village disposes of surplus property, as equipment is replaced. Below is a list of surplus property that is to be disposed of either by private sale, trade-in, or disposal. Most of the items listed below were damaged by water when the basement of the Brian Carey Training Center flooded in early June 2025.

<u>Make</u>	<u>Model</u>	<u>Serial Number</u>	<u>Type</u>
Dell	ST2210B	MX-0NPMG8-74262-02J169U	Monitor
Acer	V193L	MMLS2AA00130903F964211	Monitor
HP	K5A38A	CNK807043C	Monitor
ViewSonic	VS15451	TSP1713J2504	Monitor
Acer	V193W	ETLC10814721903BBB4237	Monitor
Acer	AL1706A	ETL460C148649017E04001	Monitor
ViewSonic	VS15453	TST1728C2640	Monitor
ViewSonic	VS15451	TSP1713J2497	Monitor
ViewSonic	VS15451	TSP1836J0581	Monitor
ViewSonic	VS15451	TSP1821J0450	Monitor
ViewSonic	VS15451	TSP1836J0016	Monitor
HP	WJ677A	3CQ126P7VB	Monitor
Dell	E2015HVf	CN0MH7HK7287247ECENU	Monitor
LG	24MC37D	702NTJJDS660	Monitor
Dell	E196FPb	CN0KC147466335AB3CVU	Monitor
HP	C4D29AA	3CM3140D7F	Monitor
Acer	V173	ETLBY08021918211074200	Monitor
LG	24MC37D	702NTTQDT953	Monitor
Samsung	E2420L	ZTAAHTPCC01560R	Monitor



Make	Model	Serial Number	Type
Acer	V176L	MMLZF002422091918500	Monitor
AOC	24B2XH	QNJM91A002997	Monitor
Dell	E177FPc	CN0FJ181641806AJ6BGS	Monitor
Acer	V193L	MMLS2AA00130903F8C4211	Monitor
Sceptre	E248W	P37F248BDD1935	Monitor
I3digID	digID mini+	18632	Fingerprint machine
Planar	PCT2235	PL914NTS01196	Monitor
Dell	1908FPb	MX0DY5264663473E11PU	Monitor
HP	P0C97UT#ABA	MXL55213MW	Desktop
Sceptre	E248W	P37F248BDD1932	Monitor
Panasonic	CF-VEK331LMP	OATSA98770	Keyboard Base for Toughbook
Panasonic	CF-VEK331LMP	OATSA98539	Keyboard Base for Toughbook
Sprint	SCP3820KIT		Flip Phone (36)
IBM	Wheelwriter		Electric Typewriters (3)

OUTCOME

Approval of the ordinance will authorize the Village Manager to sell, trade-in, or dispose of the surplus 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 electronic equipment listed as surplus property.

ATTACHMENT(S)

Ordinance

**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

<u>Make</u>	<u>Model</u>	<u>Serial</u>	<u>Type</u>
Dell	ST2210B	MX-0NPMG8-74262-02J169U	Monitor
Acer	V193L	MMLS2AA00130903F964211	Monitor
HP	K5A38A	CNK807043C	Monitor
ViewSonic	VS15451	TSP1713J2504	Monitor
Acer	V193W	ETLC10814721903BBB4237	Monitor
Acer	AL1706A	ETL460C148649017E04001	Monitor
ViewSonic	VS15453	TST1728C2640	Monitor
ViewSonic	VS15451	TSP1713J2497	Monitor
ViewSonic	VS15451	TSP1836J0581	Monitor
ViewSonic	VS15451	TSP1821J0450	Monitor
ViewSonic	VS15451	TSP1836J0016	Monitor
HP	WJ677A	3CQ126P7VB	Monitor
Dell	E2015HVf	CN0MH7HK7287247ECENU	Monitor
LG	24MC37D	702NTJJDS660	Monitor
Dell	E196FPb	CN0KC147466335AB3CVU	Monitor
HP	C4D29AA	3CM3140D7F	Monitor
Acer	V173	ETLBY08021918211074200	Monitor
LG	24MC37D	702NTTQDT953	Monitor
Samsung	E2420L	ZTAAHTPCC01560R	Monitor
Acer	V176L	MMLZFAA002422091918500	Monitor
AOC	24B2XH	QNJM91A002997	Monitor
Dell	E177FPc	CN0FJ181641806AJ6BGS	Monitor
Acer	V193L	MMLS2AA00130903F8C4211	Monitor
Sceptre	E248W	P37F248BDD1935	Monitor
I3digID	digID mini+	18632	Fingerprint machine
Planar	PCT2235	PL914NTS01196	Monitor
Dell	1908FPb	MX0DY5264663473E11PU	Monitor
HP	P0C97UT#ABA	MXL55213MW	Desktop

Sceptre	E248W	P37F248BDD1932	Monitor
Panasonic	CF-VEK331LMP	0ATSA98770	Keyboard Base for Toughbook
Panasonic	CF-VEK331LMP	0ATSA98539	Keyboard Base for Toughbook
Sprint	SCP3820KIT		Flip Phone (36)
IBM	Wheelwriter		Electric Typewriters (3)

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 8th day of July, 2025.

Village President

ATTEST:

Village Clerk

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Redevelopment Agreement for Property at 3003-3025 183rd Street

PURPOSE

The developer, Caton Commercial Real Estate Group dba PWP Homewood LLC, proposes to purchase and renovate the commercial strip center, Park West Plaza, at 3003-3025 183rd Street. The property is partially vacant and owned by the Village. The project involves renovation and interior build-out of the existing commercial building.

PROCESS

The property is in the 183rd West Tax Increment Financing (TIF) District. The Village established the 183rd West Tax Increment Financing Redevelopment Project Area (183rd West TIF) in 2024.

In December 2023, the Village of Homewood acquired the Park West Plaza shopping center (*i.e. American Bagel Plaza*) at 3003-3025 183rd Street through the Cook County No Cash Bid Program. The property has been partially (2/3) vacant with delinquent property tax bills and deferred maintenance for many years. Upon acquisition of the property, the Village completed various maintenance improvements. In addition, the Village negotiated lease arrangements with the three existing tenants: State Farm, Golden Needle Alterations, and The Great American Bagel Co. All tenants have expressed interest in remaining in the center under new ownership.

In February 2024, Rabid Ground LLC submitted a proposal to purchase and renovate the property at 3003-3025 183rd Street. According to the TIF statute, the Village may sell the property for a nominal amount as part of a redevelopment agreement. However, before transferring the property, the TIF Act requires the Village to solicit from interested parties to submit alternate development proposals.

At the March 11, 2025, Village Board meeting, the Board passed Ordinance M-2346 directing staff to publish a solicitation for alternate proposals. The solicitation was published in the Daily Southtown. In addition, the Village posted the solicitation on its social media forums on March 12, 2025, and the responses on April 17, 2025. The proposed development plans are available at the Village Clerk's Office and on the Village website



The Village received three (3) proposals for the purchase and renovation of the Village-owned property at 3003-3025 183rd Street. Staff has evaluated the proposals with criteria based on the project's response to community needs, improved property conditions, sustainability, maximizing yield, and the community investment timeline. At its May 27, 2025, meeting, the Village Board selected Caton Commercial Real Estate Group as the preferred proposal and directed staff to negotiate a redevelopment agreement.

The Village and the developer have agreed to the following terms set in the redevelopment agreement as TIF increment revenue becomes available:

1. The Village agrees to sell the property to the developer for \$2.
2. The Village will support a Cook County Class 8 incentive. Cook County has recognized the property tax issue for the Chicago Southland and created the Class 8 Cook County Tax Incentive Program. A Class 8 for this property will help bring the tax burden more in line with the competition in neighboring counties, where the property tax rate is as much as 45% less.
3. Developer shall obtain building permits for the project within 90 days after closing on the purchase of the Property.
4. Developer shall complete construction of the Project within 18 months after closing on the purchase of the Property. Upon agreement by the parties, this period may be extended.
5. The Village agrees to reimburse the Developer for up to \$125,000.00 in costs eligible for reimbursement to be paid when the project is complete. The eligible costs include parking lot, drive aisle, roof, façade repairs, and tenant improvements.
6. Developer will not sell the Property until the project is complete – which means that the common areas and all currently vacant units are in at least Vanilla Box condition that comply with local building codes (drywall painted white, finished ceilings, basic lighting, and HVAC distribution — move-in ready, minus interior tenant improvements).
7. The Developer is prohibited from transferring the property to a tax-exempt entity for 20 years.
8. At the closing of the Purchase and Sale Agreement, the Developer shall execute an Option to Repurchase Agreement, granting the Village the right to repurchase the Property if the Developer defaults under this Agreement.

OUTCOME

The developer plans to invest in the property through renovation. The Project will enhance the area on western 183rd Street by addressing the issues of delinquent property taxes, deferred maintenance, and long-term vacancies by returning the building to the tax rolls, renovating the center, and filling the vacant units with new tenants.

VILLAGE OF HOMEWOOD

Item 8. D.



FINANCIAL IMPACT

- **Funding Source:** 183rd West Tax Increment Financing (TIF) Fund
- **Budgeted Amount:** N/A
- **Cost:** \$0

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to enter into a redevelopment agreement and purchase and sale agreement with PWP Homewood LLC for the Village-owned property located at 3003-3025 183rd Street.

ATTACHMENT(S)

Redevelopment Agreement

REDEVELOPMENT AGREEMENT BETWEEN PWP HOMEWOOD LLC AND THE VILLAGE OF HOMEWOOD

This Redevelopment Agreement is executed effective as of _____, 2025 (the “Effective Date”) by the Village of Homewood, Cook County, Illinois, an Illinois municipal corporation (the “Village”) and PWP Homewood LLC, an Illinois limited liability company (the “Developer”). Capitalized terms used shall have the meaning ascribed in the Redevelopment Agreement unless expressly modified herein, or if the context thereof shall indicate otherwise.

WITNESSETH:

In consideration of the Preliminary Statements, the mutual covenants herein contained and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree:

1. Preliminary Statements.

Among the matters of mutual inducement which have resulted in this Agreement are:

- (a) The Village in 2024 established the 183rd West Tax Increment Financing Redevelopment Project Area (183rd West TIF) to encourage commercial development.
- (b) Developer and Village have entered into a Purchase and Sale Agreement, incorporated herein and attached as Exhibit A, for the purchase of Village-owned property in the 183rd West TIF (the “Property”), described in the Purchase Agreement.
- (c) Developer has proposed redeveloping the existing single-story multi-tenant building on the Property, (“the Project”).
- (d) The Developer has requested assistance from the Village in acquiring and renovating the Property.
- (e) Developer represents and warrants that the Project requires economic assistance to be given by the Village, and the Project, as contemplated, would not be economically viable without such aid.
- (f) The Project will enhance the Property and the Village as a whole area by returning the Property to the tax rolls and creating employment opportunities, in compliance with applicable building codes.

2. Village Authority.

The Project is within an area designated by the Village as a Tax Increment Redevelopment Project Area authorized by Section 11-74-4.1 *et seq.* of the Illinois Municipal Code. (65 ILCS 5/11-74.4 *et seq.*) Section 11-74.4-4 authorizes municipalities to contract with private agencies or persons to carry out a Redevelopment Plan.

3. Term of the Agreement.

The term of this Agreement shall commence on the day succeeding the date of execution first written above. This Agreement shall expire December 31st of the year in which the payment to the municipal treasurer under the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year that the ordinance approving the 183rd West redevelopment project area was approved.

4. Conditions Precedent to the Village's Undertakings.

All undertakings by the Village under this Agreement are subject to the satisfaction of these conditions by the Developer:

(a) Developer shall have substantially completed the requirements of the Purchase and Sale Agreement for the timely acquisition, development, and occupancy of the Property. It is understood that approvals from the Village Director of Public Works and any other necessary agency, board, or commission of the Village, as required in this Agreement or the Purchase Agreement, shall be given in their sole capacity as agents of a municipal corporation with discretion to approve all plans for development within the Village. The Village shall not be deemed to have caused a default or have any liability for its failure to approve the final development plan, stages of development, or Final Completion of the Project. Notwithstanding anything to the contrary contained herein, the Village shall not unreasonably withhold, condition, or delay its approval to all plans and permits required for the Project.

(b) Developer shall pull permits, to the extent required, for the Project within 90 days after closing on the purchase of the Property.

(c) Developer shall complete construction of the Project within 18 months after closing on the purchase of the Property. Upon mutual agreement by the parties, this time period may be extended.

(d) Before Final Completion of the Project, Developer shall have delivered to the Village an unaudited certified statement of all costs of the Project signed by an officer of the Company, with such other relevant cost certifications relating to the Project as the Village may reasonably request. As used in this Agreement, Final Completion means that the common areas comply, in all material respects, with applicable building codes

and that all unoccupied units are in at least Vanilla Box condition that complies with local building codes (drywall (painted white), finished ceilings, basic lighting, and HVAC distribution – move-in ready minus interior tenant improvements).

(e) Developer acknowledges that 65 ILCS 5/11-74.4-4 requires the Village to request alternate proposals or bids for the disposition of the Property. The Village represents and warrants that it has complied with its requirements under 65 ILCS 5/11-74.4-4 and selected the Developer's proposal from the three proposals received in response to the request for alternative proposals.

5. Undertakings by the Village.

Upon satisfaction by the Developer of all the conditions here stated by the dates set forth above, the Village undertakes to aid the Developer through cost reimbursements as follows:

(a) The Village agrees to sell the Property to the Developer for \$2 as provided in the Purchase and Sale Agreement.

(b) The Village covenants to support an application by Developer to Cook County, Illinois, for a Class 8 property tax incentive for the Property. The Class 8 county program reduces the property's assessment rate for a twelve (12) year period. The Developer will apply, and the Village will provide the appropriate municipal resolution requested by the Developer for said application. In furtherance of the foregoing, the Village shall provide to the Developer a certified resolution, the form of which is attached as Exhibit B hereto, stating that the Project follows the overall plan for redevelopment of the area and that the Village is in full support of the Developer's application to obtain a Class 8 tax designation for the Property. The Village makes no representations as to the merit of said application for a Class 8 designation. The Village and Developer agree that the Developer's application for Class 8 designation is an integral part of this Agreement. Based upon current Cook County rules, the Class 8 designation may be renewed for an additional twelve (12) year period upon expiration of the current designation. The current Village Board urges the Board sitting when the Developer submits a renewal application to approve renewal of the Class 8 application by the Developer, provided the Developer has met all material obligations of this Agreement. The Village makes no representation of what a future Board will do.

(c) As authorized by the State of Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.1-1 *et seq.*, referred to as the "Act") and subject to this Agreement, the Village of Homewood agrees to reimburse the Developer for up to \$125,000.00 in costs eligible for reimbursement under the Act upon Final Completion. The costs to be reimbursed to the Developer are listed in Exhibit C.

6. Undertakings on the Part of Developer.

(a) Final Completion of the Project shall, in all material respects, comply with the Cost Estimates, plans, and specifications approved by the Village, and all ordinances, rules, and regulations of the Village and of other regulatory agencies from which approval must be obtained.

(b) Promptly upon Final Completion the Project, Developer shall request a certificate from the Village certifying that Developer has completed the Project in conformance with the Cost Estimates (the "Certificate of Completion"), and the Village shall not unreasonably withhold or delay issuance of such Certificate of Completion. Denial of such Certificate of Completion by the Village shall be made within ninety (90) days of receipt of the Developer's request for certification, and it shall include the specific elements of completion required for such certificate to be issued. The Developer shall have sixty (60) days or such reasonable time to comply with the terms of the denial and to issue a new request for certification. With the request for a Certificate of Completion, Developer shall provide an affidavit that the Project has been completed free from any mechanics liens, and shall, at the request of the Village, provide final lien waivers for all the work. Should the Developer contest and not settle any mechanics liens on the Property at the time of the request for a Certificate of Completion, Developer may deposit with its title insurance company such amount of money required by the title company to provide a title indemnity policy insuring against the collection of such liens and/or encumbrances, or it may provide to the title company a third party bond insuring the title company against collection of such liens and/or encumbrances. A copy of such title insurance policy in the full amount of the contract work shall be evidence of the insurance over such liens and/or encumbrances, and such liens shall not preclude the issuance of the Certificate of Completion. In addition to, but not in lieu of the foregoing, Developer acknowledges that it must comply with Village codes and ordinances regarding issuing building and occupancy permits.

(c) Developer recognizes and agrees that the Village has sole (but not arbitrary) discretion regarding all Village approvals and permits relating to the Project, and reasonable failure by the Village to grant any required approval or issue any required permit shall not be deemed a default by the Village under this Agreement or cause any claim against or liability to the Village under this Agreement.

(d) Developer covenants and agrees, upon reasonable prior notice, to make all of its records relevant to the Village's determination of Project construction costs available to the Village for inspection and copying during regular business hours. The Village will maintain the confidentiality of any information identified by the Developer as proprietary, privileged, or confidential, provided the Developer certifies that disclosure of the commercial or financial information would cause competitive harm to the Developer. If the Village receives a request for disclosure of such information under the Illinois Freedom of Information Act, the Village shall notify Developer by providing a

copy of the request to Developer, and Developer shall have five (5) business days to notify the Village in writing that it consents or refuses to consent to release of the information. If Developer refuses or fails to consent to disclosing such proprietary information within five (5) business days, the Village shall refuse to disclose the information requested, and if because of such refusal, litigation is filed against the Village under the Illinois Freedom of Information Act or similar statute relating to the Village's failure to disclose such information, Developer shall indemnify and hold the Village harmless regarding any attorney's fees or costs or judgments imposed on or incurred by the Village in connection with such action. The Developer acknowledges that the Village must comply with any court order requiring the release of confidential or proprietary information and that the Village has no obligation to appeal such court order.

(e) During construction of the Project, Developer shall maintain worker's compensation insurance and liability insurance in amounts and with companies licensed or authorized to do business in Illinois and shall cause the Village, its elected public officials, officers, agents and employees to be named as additional insureds on such liability policy or policies for any claims made against the Village because of this Agreement for personal injury, wrongful death, or property damage. A certificate of insurance verifying such coverage shall be furnished to the Village before the issuance of any construction permit. Developer shall indemnify, save, and hold harmless the Village, its elected officials, agents, and employees from and against any damage, liability, loss or deficiency (including, without limitation, reasonable attorney's fees and other costs) incident to any suit, demand, claim or liability regarding the Village's participation in this Agreement, unless such damage, liability, loss or deficiency is caused by the acts or omissions of the Village or any of its elected officials, agents, or employees.

(f) At or before execution of this Agreement, Developer shall furnish proof of financing in the form of a letter of commitment acceptable to Village from a financial institution along with evidence of the equity required for the necessary funding to complete the Project. Alternatively, the Developer shall have the option to pay cash for the development of the Project. In this instance, the Developer represents to the Village that it has sufficient funds available to satisfy the terms of this Agreement. The Developer agrees to verify the above representation upon the reasonable request of the Village and to authorize the disclosure of such financial information to the Village that may be reasonably necessary to prove the availability of sufficient funds to complete construction of the Project.

(g) At closing on the Purchase and Sale Agreement, the Developer shall execute an Option to Repurchase Agreement substantially similar to Exhibit D granting the Village an option to repurchase the Property if the Developer is in default under this

Agreement and fails to cure the default within the cure period provided in this Agreement.

7. Representations and Warranties of Developer.

(a) Developer represents and warrants that the Project requires economic assistance from the Village to complete the development of the Project substantially in accordance with the Cost Estimates, and, but for the economic assistance to be given by the Village, as heretofore stated, the Project as contemplated would not be economically viable.

(b) Developer represents and warrants that the Project shall be constructed and completed at a cost no less than the Cost Estimates, subject to Developer's right to obtain cost savings during construction, and Developer shall make no material reduction therein without the reasonable approval of the Village.

(c) Developer represents and warrants that it shall, in all material respects, comply with all laws, rules, and regulations of the Village of Homewood, State of Illinois, County of Cook, and the United States and all agencies thereof applicable to the Project.

(d) Developer represents and warrants that the approximate cost of the Project (excluding interest payments) is \$985,000.00, inclusive of estimated tenant improvement allowances, leasing commissions, and soft costs. The hard construction costs for the Project are estimated to be \$525,000.00.

(e) Developer represents and warrants that it shall pay all taxes, assessments, water charges, sewer charges and the like on the Project when the same are due and before any penalty attaches and shall provide the Village, or any agency designated by the Village, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, except as otherwise provided in this Agreement, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that, during any such contest, the enforcement of the lien of such taxes, assessments or charges is stayed.

8. Defaults.

The occurrence of any of the following shall constitute a default under this Agreement:

(a) A default of any material term, condition or provision, contained in any agreement or document relating to the Project (other than this Agreement), and failing to cure such default within the time and manner as provided in any such agreement or document, provided such default has a material impact on the Project.

(b) Failure to comply with any material term, provision, or condition within the times herein specified, provided, however, that such time limit may be extended by either Party if the defaulting Party is diligently attempting to comply.

(c) If a representation or warranty of Developer contained herein is not accurate and correct, in all material respects, for ninety (90) days after written notice to Developer by the Village.

(d) Developer shall: (i) become insolvent; and (ii) be unable, or admits in writing its inability to pay, its debts as they mature; or (iii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its or their property; or (iv) be adjudicated a bankrupt; or (v) file a petition in bankruptcy or to effect a plan or other arrangement with creditors; or (vi) file an answer to a creditor's petition (admitting the material allegations thereof) for an adjudication of bankruptcy or to effect a plan or other arrangement with creditors; or (vii) apply to a court to appoint a receiver for the Property; or (viii) have a receiver or similar official appointed for any of its assets, or, if such receiver or similar official is appointed without the consent of Developer and such appointment shall not be discharged within sixty (60) days after his appointment or Developer has not bonded against such receivership or appointment; or (ix) a petition described in (v) is filed against Developer and remains undismissed for sixty (60) consecutive days, unless the same has been bonded.

Upon an occurrence of a default by either Party under this Agreement or the Purchase Agreement, the non-defaulting Party shall be relieved of any of its obligations arising under this Agreement and such obligations shall be immediately canceled and with no force or effect. After an uncured default, the non-defaulting Party may exercise remedies available to it under the terms of this Agreement. The remedies shall include, but are not limited to, revoking the site plan and building permits, authorizing the Escrowee to execute the reverter deed for re-acquisition of the Property, or taking whatever action at law or in equity as may appear necessary or desirable to enforce performance of this Agreement. Provided, however, the Village shall be required to perform its obligations under paragraph 5 if the Developer has substantially performed its obligations.

9. Notices.

All notices and requests required under this Agreement shall be sent by personal delivery or Certified Mail as follows:

To the Village:

Village Manager
Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430

To the Developer:

PWP Homewood LLC
1296 Rickert Drive, #200
Naperville, Illinois 60540
Attention: Steve Caton

With Copy to:

Christopher J. Cummings
Christopher J. Cummings, P.C.
2024 Hickory Road, Suite 205
Homewood, Illinois 60430

With Copy to:

Andrew M. Sachs
Latimer LeVay Fyock LLC
55 W. Monroe St., Suite 1100
Chicago, Illinois 60603

or at such other addresses as the parties may indicate in writing to the other, either by personal delivery or by Certified Mail, return receipt requested, with proof of delivery.

10. Law Governing.

This Agreement shall be construed and enforced under the laws of the State of Illinois.

11. Assignment or Transfer of Property.

(a) Subject to the terms hereof and of the Real Estate Purchase and Sale Agreement, Developer represents and warrants it will not sell or otherwise convey its contract interest or its title to the Property to be acquired by Developer or transfer or assign or approve any transfer or assignment of any beneficial interest in the Property other than to an affiliated entity or to the purchaser of all interest of the Developer, until Final Completion of the Project.

(b) Upon transferring title in the Subject Property, the obligations of the Developer under this Agreement may be modified as defined in Section 12 (b) below.

(c) At closing on the Purchase and Sale Agreement, the parties shall execute a Memorandum of Option to Repurchase and Restriction on Transfer in the form attached as Exhibit F to this Agreement. Village shall record the Memorandum upon the sale of the Property to the Developer.

(d) The Village hereby consents to any transfer of the Property and the Improvements and/or the Developer's rights under the terms and conditions of the RDA to the Lender and its successor or assign, and agrees that the provisions of this section do not apply to the transfer the Property to the Lender.

12. Continuity of Obligations.

(a) Developer acknowledges that the Village has entered into this Agreement based on the Developer's representation that the Developer will construct the Project and pay real estate taxes on the Subject Property for the term of this Agreement. The Developer restates that representation. Developer's obligations under this Agreement shall constitute covenants running with the land. This covenant shall be released upon the termination of this Agreement or upon agreement of the parties.

(b) Any transfer or assignment of all or any ownership interest in the Property by Developer (including the beneficial interest under a land trust) prior to Final Completion shall be submitted to the Village for its reasonable approval. Provided, however, no Village approval shall be required for transfer to the Property to an affiliate or subsidiary of Developer or to any entity controlling, controlled by, or under common control with Developer. In evaluating any requests by Developer to transfer any interest in the Property, Village may require Developer to provide to Village evidence that the proposed transferee is a "going concern" and sufficient evidence of creditworthiness so Village may determine whether such transferee could fulfill the remaining obligations undertaken by Developer in this Agreement. Such obligations include, but are not limited to, operation and maintenance of the Project. Such transferee shall provide to the Village any other documentation reasonably required by the Village to demonstrate financial responsibility. Such transferee shall state its acceptance, in writing, of the terms of this Agreement as a covenant running with the land. If the Village consents to a transfer and the proposed transferee has accepted the terms of this Agreement as a covenant running with the land, Developer shall be relieved of any further obligations under this Agreement.

(c) Developer's obligations under this Agreement include payment when due of all real estate taxes assessed against the Property and maintaining an ongoing business concern on the Property.

13. Time.

Time is of the essence under this Agreement. All time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance; provided, if the time for giving of any notice or the performance of any obligation or cure shall expire on a Saturday, Sunday or legal holiday, such time shall be extended to the end of the next regular business day.

14. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Village and Developer and their respective successors and assigns.

15. Limitation of Liability and Indemnification.

(a) No recourse under or upon any obligation, covenant or provision of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount in excess of the obligations of the Village under this Agreement, or in excess of any specific sum agreed by the Village to be paid to Developer, subject to the terms herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village, its officers, agents and employees in excess of such amounts and all and any such rights or claims of Developer against the Village, its officers, agents and employees for amounts in excess of such Village obligations are expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.

(b) Developer agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement, or (ii) material misrepresentations or omissions in this Agreement, the Project development plan or any financing documents related thereto which result from information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iii) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (iv) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer.

(c) Village agrees to indemnify, defend and hold the Developer harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by the Developer arising from or in connection with the failure of Village to perform its obligations under this Agreement.

16. Reimbursement for Attorneys' fees and Expenses.

In the event either Party institutes legal proceedings against the other Party relating to a default under this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment all expenses of such

legal proceedings incurred by the prevailing party, including court costs, reasonable attorneys' fees, and witness fees in connection therewith.

17. Force Majeure.

In case by reason of "Force Majeure" either party is unable wholly or in part to carry out its obligation under this Agreement, then if such party gives written notice, including the full particulars of such "Force Majeure" to the other party within a reasonable time after occurrence of the cause relied on, the obligation of the party giving such notice, so far as it is affected by such "Force Majeure" shall be suspended during the continuance of the inability, but for no longer period, and such party shall try to remove such inability with all reasonable dispatch. The term "Force Majeure" as used herein means but shall not be limited to: Acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of the Government of the United States, or the State of Illinois or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquake, fire, hurricanes, tornadoes, storms, floods, washouts, droughts, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals and frozen ground or other winter weather which prevents the excavation and completion of footings and foundation, lack of or failure of or other inability to obtain necessary transportation, fuel, materials, machinery, equipment or facilities, delays caused by other contractors, subcontractors or their subcontractors of any tier, or any materialmen or suppliers. It is understood that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty but that the above requirement that any "Force Majeure" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

18. No Waiver or Relinquishment of Right to Enforce Agreement.

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.

19. Village Approval or Direction.

Where this Agreement requires Village approval or direction, such approval or direction means the approval or direction of the Corporate Authorities of the Village unless otherwise expressly provided or required by law, and any such approval may be

required to be given only after and if all requirements for granting such approval have been met unless such requirements are inconsistent with this Agreement.

20. Section Headings and Subheadings.

All section headings or other headings in this Agreement are for the general aid of the reader and shall not limit the plain meaning or application of the provisions thereunder, whether covered or relevant to such heading or not.

21. Authorization to Execute.

The officers of Developer who have executed this Agreement warrant that the Developer has lawfully authorized them to execute this Agreement on the Developer's behalf. The President and Clerk of the Village warrant that the Village Board has lawfully authorized them to execute this Agreement. Developer and Village shall deliver, upon request to each other, copies of all articles of incorporation, bylaws, minutes, and other evidence of the authority to execute this Agreement on behalf of the respective parties.

22. Amendment.

This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Developer and the Village relative to the subject matter thereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them, other than those set forth herein. No later alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless authorized under law and reduced to writing and signed by them.

23. Curing Default.

If any default under or violation of this Agreement, the party not in default or violation shall serve written notice upon the party or parties in default or violation, which notice shall be in writing and specify the particular violation or default. The parties shall make their best efforts to cure any violation of this Agreement or default by any of them within ninety (90) days from written notice of such default. Should the default continue throughout the ninety (90) day cure period, and the defaulting party has provided no evidence of a good faith effort to correct such default, then the Agreement shall be terminated, and the offending party shall be in default, and the non-defaulting Party may revoke the site plan and building permits, authorize the Escrowee to execute the reverter deed for re-acquisition of the Property, or take action at law or equity to enforce performance of the Agreement.. Should the defaulting party provide sufficient evidence of a good faith effort to correct the default within the initial ninety (90) day

cure period, then the cure period shall be extended for a period not to exceed ninety (90) days or such reasonable time to cure said default, whichever is greater. If such default is so cured to the reasonable satisfaction of the parties within the cure period not exceeding ninety (90) days, all the terms of this Agreement shall remain in full force. Any obligation of the Village to make payments during any default period shall be stayed. Any default period shall not extend the time limits set forth for payments.

24. Conflict Between the Text and Exhibits.

In case of a conflict between the provisions of the text of this Agreement and the exhibits attached hereto, the text of the Agreement shall control.

25. Severability.

If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed excised here from and the invalidity thereof shall affect none of the other provisions contained herein, and such judgment or decree shall relieve Village from performance under such invalid provision of this Agreement; provided, however, if the judgment or decree relieves the Village of its obligations under paragraph 5, then Developer will be relieved of its obligations.

26. Expiration and Termination.

The Agreement shall terminate upon its expiration or upon a default not otherwise cured. If a default by one party occurs, the other party may also terminate this Agreement by giving written notice of termination to the other party based upon that party's failure to cure the default as herein provided.

27. Execution of Agreement and Counterparts.

This Agreement shall be signed last by the Village and the President of the Village shall affix the date on which he signs this Agreement on page 1, which date shall be the effective date of this Agreement. This Agreement may be executed in two or more counterparts, each of which, taken together, shall constitute the same instrument.

28. Restriction on Transfer to Tax-Exempt Entities

(a) Prohibited Transfers: For a twenty (20) year period from the date of the execution of this Agreement and the recording of the corresponding deed transferring title to the Developer, neither the Developer nor any successor in title shall sell, transfer, convey, lease (for a term exceeding one year), or otherwise dispose of any interest in the Property to any Person or Entity that is exempt from the payment of real estate taxes under the Illinois Property Tax Code (35 ILCS 200/1-1 *et seq.*), unless the transferee:

- is obligated, by written agreement recorded against the Property and acceptable to the Municipality, to make annual payments in lieu of taxes (PILOTs) in an amount equal to the full ad valorem taxes that would have been payable had the Property been owned by a taxable entity and assessed at its then-current fair market value, or
- demonstrate, to the reasonable satisfaction of the Municipality, that the transfer will not result in the removal of the Property from the tax rolls or reduction of property tax revenues that would otherwise accrue from the Property.

(b) Notice and Municipality Review: The Developer and any successor in interest shall provide at least ninety (90) days' written notice to the Municipality of any proposed transaction that may trigger the restrictions outlined in this Section. The Municipality shall have the right to review and approve any proposed PILOT agreement before the closing of such transaction.

(c) Covenant Running with the Land: This Section shall constitute a restrictive covenant running with the land, binding upon the Developer and its successors and assigns. It shall be recorded in the Cook County Clerk's Office to provide notice to future owners.

(d) Remedies: Any transfer made in violation of this Section shall be deemed null and voidable by the Municipality. The Municipality shall be entitled to injunctive relief, specific performance, and/or damages, including the repayment of any TIF reimbursement amounts previously paid to the Developer or its assigns.

(e) Sunset Clause: This Section shall terminate and be of no further force or effect on the date that is twenty (20) years from the date of the recording of the deed transferring title to the Developer, unless sooner released in writing by the Municipality.

IN WITNESS WHEREOF, this Agreement is entered into as of the date and year first above written.

Village of Homewood
an Illinois municipal corporation

PWP Homewood LLC,
an Illinois limited liability company

By: _____
 Village President

By: _____
 Its: _____

Attest:

 Village Clerk

Attest:
 By: _____
 Its: _____

Exhibit A-Purchase and Sale Agreement

LATE EXHIBIT

Exhibit B – Village Class 8 Resolution

A RESOLUTION NO. R-_____

A RESOLUTION SUPPORTING CLASS 8 STATUS UNDER THE COOK COUNTY REAL PROPERTY ASSESSMENT CLASSIFICATION ORDINANCE FOR REAL ESTATE LOCATED AT 3003-3025 183rd STREET, HOMEWOOD, COOK COUNTY, ILLINOIS

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

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

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

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

WHEREAS, PWP Homewood LLC is purchasing the approximate 13,200 square foot strip commercial center at 3003-3025 183rd Street, Homewood, Cook County, Illinois, having Property Index Number 31-01-115-001-0000 and legally described in the attached Exhibit A from the Village of Homewood; and

WHEREAS, a portion, 33% of the subject property, has been vacant and unused for at least 24 continuous months, only the vacant units will qualify and are subject to the request; and

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

WHEREAS, PWP Homewood LLC plans to complete parking lot improvements, replace the roof, install new landscaping, new signage, tenant improvements, repair the

sidewalk and knee wall, and replace entry doors. Revitalization of the subject property is not economically feasible without this incentive, and

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

1. The above recitations are incorporated herein as if fully restated.
2. The Board of Trustees of the Village of Homewood supports and consents to the application by PWP Homewood LLC to have the vacant units of the property located at 3003-3025 183rd Street, Homewood, Cook County, Illinois legally described in the attached Exhibit A, and having Property Index Number 31-01-115-001 declared eligible for the Class 8 real estate tax incentive, in that the incentive is necessary for re-occupation of the subject property.
3. The proposed project is consistent with the overall plan for the area.
4. The President, Village Clerk, and other appropriate Village of Homewood officials are hereby authorized to sign any necessary documents to implement this resolution.

This resolution passed on _____, 2025.

Village President

ATTEST:

Village Clerk

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

Exhibit C - Potential TIF Reimbursable Costs

Parking Lot Repair \$ 125,000

building connecting drive to neighboring commercial if approved \$ 40,000

Roof Repair \$ 75,000

New Pylon Sign \$ 55,000

Façade repairs and Column Upgrades \$ 85,000

HVAC Repairs and Replacement \$ 25,000

New Landscaping \$ 30,000

Tenant Improvement Allowance \$ 350,000

Leasing Commissions \$ 60,000

Sidewalk and Knee Wall repairs \$ 50,000

Entry Door replacements \$ 40,000

General and Administrative Costs \$ 25,000

Legal Costs \$ 25,000

Total Project Costs \$ 985,000

Exhibit D – Option to Repurchase Agreement

This Option to Repurchase Agreement ("Agreement") is entered into on _____, by and between the Village of Homewood, an Illinois municipal corporation ("Village"), and _____, a limited liability company organized under the laws of Illinois. ("Developer").

RECITALS

A. The Village conveyed the following real property (the "Property") to the Developer to facilitate its redevelopment in accordance with the Village's public purposes, including economic revitalization and blight remediation.

Lot 43 in Pinewood Manor of Homewood First Addition, being a subdivision of part of the Northwest ¼ of the Northwest ¼ of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 14, 1988 as document number 88524235, in Cook County, Illinois.

Permanent index number: 31-01-115-001-0000

Address of Real Estate: 3003-3025 183rd Street, Homewood, IL 60430

B. As a condition of that conveyance, the Village requires the ability to repurchase the Property if the Developer fails to meet its agreed-upon redevelopment obligations.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Option

Developer grants the Village an irrevocable option ("Option") to repurchase the Property upon the occurrence of any Event of Default as defined below.

2. Term

This Option shall remain in effect until issuance of a final Certificate of Completion by the Village.

3. Events of Default

The following shall constitute "Events of Default":

- (a) Failure to pull permits for the Project, to the extent required, within 90 days after acquiring Property;
- (b) Failure to substantially complete the Project within 18 months after acquiring the Property, subject to Force Majeure;
- (c) Failure to comply, in any material respect, with zoning or site plan approvals;

(d) Failure to comply with any material term, provision, or condition within the times herein specified, provided, however, that such time limit may be extended by either Party if the defaulting Party is diligently attempting to comply;

(e) Abandonment of the Property for more than 90 days;

4. Exercise of Option

Upon an Event of Default, the Village may exercise the Option by providing 30 days' written notice to the Developer and Lender, if any. The Village shall then repurchase the Property for the original purchase price paid by the Developer, plus verified Project construction costs expended by Developer for physical improvements made to the property, not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

5. Recording

A Memorandum of this Option shall be recorded against the Property concurrently with the deed of conveyance.

6. Subordination

This Option shall be subordinate to any duly recorded mortgage, provided that the Lender executes a Subordination and Consent Agreement substantially in the form attached as Exhibit E.

7. Notice and Cure Rights

Before exercising the Option, the Village shall give Developer and any mortgage lender of record written notice of the alleged default, and Developer or Lender shall have 60 days to cure.

8. General Provisions

This Agreement runs with the land and binds successors and assigns. Illinois law governs. Venue shall lie in Cook County, Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SIGNATURE BLOCK DEVELOPER

Exhibit E-Subordination and Consent Agreement

This Subordination and Consent Agreement is entered into as of _____, by and between _____ ("Lender"), _____ ("Developer"), and the Village of Homewood ("Village").

RECITALS

A. Developer and Village entered into an Option to Repurchase Agreement regarding real property at 3003-3025 183rd Street, Homewood, Illinois (the "Property").

B. Lender has agreed to make a loan secured by a Mortgage on the Property and requires confirmation of the status of Village's rights under those documents.

NOW, THEREFORE, the parties agree as follows:

1. Subordination

The Village's rights and remedies under the Option to Repurchase Agreement as defined in the Redevelopment Agreement (the "Subordinated Remedy") are hereby made subject and subordinate to the Mortgage, the Collateral Assignment and the Fixture Filing in favor of Pan American Bank & Trust and its successors and/or assigns (collectively, the "Lender") and all of the indebtedness now or hereafter secured by the Mortgage, the Collateral Assignment and Fixture Filing (the "Mortgage Debt"), and the Village cannot exercise the Subordinated Remedy while the Mortgage Debt is owed. The Village does not subordinate any of its rights, claims or remedies in the RDA, other than the Subordinated Remedy. The Lender must promptly advise the Village in writing when the Mortgage Debt is no longer owed, whether by pay-off, release, write-off, termination or otherwise.

2. Notice and Cure Rights

Village shall provide Lender with notice of any default by Developer under the Option or Declaration and afford Lender no less than 60 days to cure such default.

3. Lender Step-In Rights

Lender may choose to complete construction or assume Developer's obligations to avoid exercise of the Option.

4. No Waiver

Village's subordination does not waive its enforcement rights under the Option or Declaration, except as modified herein.

5. Governing Law

This Agreement shall be governed by Illinois law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above.

LENDER SIGNATURE BLOCK
DEVELOPER SIGNATURE BLOCK
VILLAGE SIGNATURE BLOCK

Exhibit F-Memorandum of Option and Transfer Restriction

MEMORANDUM OF REPURCHASE OPTION AND RESTRICTION ON TRANSFER TO A TAX-EXEMPT ENTITY

On _____, 2025, the VILLAGE OF HOMEWOOD, Cook County, Illinois ("VILLAGE"), and PWP Homewood LLC* (the "DEVELOPER"), entered into a Redevelopment Agreement covering the following property:

Lot 43 in Pinewood Manor of Homewood First Addition, being a subdivision of part of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 1, Township 35 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded November 14, 1988 as document number 88524235, in Cook County, Illinois.

Permanent index number: 31-01-115-001-0000

Address of Real Estate: 3003-3025 183rd Street, Homewood, Illinois 60430

The Redevelopment Agreement:

- (a) grants the Village the option to repurchase the Property if the Developer defaults; and
- (b) restricts transfer of the Property to a tax-exempt entity for twenty (20) years after closing on the purchase of the Property.

See the Agreement for details.

SIGNATURE BLOCK

VILLAGE OF HOMEWOOD

DEVELOPER

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



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Budget Amendment and Contract with Urbancom.net for High Speed Internet

PURPOSE

Staff is requesting the Village Board authorize the Village President to enter into a contract with Urbancom.net of Oak Forest, IL to serve as the Village's new internet network provider for ultra-high-speed internet and network redundancy throughout the Village, in the amount of \$214,800 over 60 months. A budget amendment is required to accommodate the new high-speed internet service.

PROCESS

Background

Managed and operated by Urbancom.net, in cooperation with the South Suburban Mayors and Managers Association and Cook County, the Chicago-Southland Fiber Network (CSFN) provides a high-speed Gigabit Fiber Optic Network serving the south suburbs of Chicago. The network, initially constructed in 2014 with State of Illinois "Illinois Jobs Now" funds, is a state-of-the-art carrier ethernet fiber optic network. The network links the south suburbs to the main internet exchange points in Illinois at 350 E. Cermak Rd, Chicago, IL and peering locations in Oak Brook, IL. The network provides ultra-high speed and redundant capacity from the main internet exchange points to the Urbancom.net network operations and co-location facility in Oak Forest, IL.

In an effort to combat the digital divide in the Cook County's south suburbs, Cook County is currently sponsoring an ongoing extensive expansion of the network. Cook County Board President Toni Preckwinkle has tasked offices under the President to advance digital equity in the County and has embarked on an expansion of the CSFN to an additional 17 new communities in the south suburbs and in existing communities served by CSFN fiber. When complete, the network will provide fiber optic infrastructure to over 30 communities including the City of Markham, Village of Monee, Village of Olympia Fields, Village of Tinley Park, Village of Frankfort, Village of Dixmoor, Village of Calumet Park, and countless other government agencies and businesses. This expansion will connect municipal, police, fire, libraries, schools, community anchor institutions, and local businesses to high-speed fiber optic providers.



Eventually, consumers will be able to connect via private LTE, Wi-Fi or fiber to the home. Network access capacity will allow each customer up to 10 Gbps on a redundant 100Gbps backbone connections with a 99.999% uptime which is extremely fast — fast enough to download full movies in seconds or support heavy use by businesses, schools, and local governments.

This fiber technology allows the region to be at the forefront by providing a high-speed telecommunications infrastructure for green manufacturing, cargo-oriented development, and logistics. The economic benefit of high speed fiber connections will allow municipalities to attract new and vibrant businesses to the region and provide access to high-paying jobs for residents. This network allows our communities and businesses to successfully compete in the global economy. The construction project itself will provide high-paying jobs to Cook County workers employed by local MBE and WMBE certified contractors.

Proposal

In spring 2022, Village staff reached out to Urbancom.net regarding their internet service expansion into the Homewood area. Urbancom.net is a locally owned, privately held corporation providing broadband internet and boutique technology services to Chicago's southern, southwestern, and western suburbs since 1997 and has joined the Cook County-backed Chicago Southland Fiber Network to provide low-cost, high-speed fiber to municipalities and local businesses alike. Upon seeing the prices, the Village of Homewood insisted on expediting the expansion to their facilities.

Comcast currently provides internet (100 Mbps), phone, and TV services to several Village buildings. The internet is delivered to Village Hall via fiber and shared with the Police and Fire Departments through a Village-owned fiber line, and with Public Works via a Comcast Ethernet Private Line (EPL). The Police Department also has a separate connection for State and County services. These existing internet connections, including the link to Public Works, will be replaced by the new UrbanCom fiber network.

The Village currently pays Comcast about \$2,000 per month for the services that Urbancom.net will be supplanting. Previously, the Village had received pricing from Comcast for a similar proposal, but for only three locations and 300mbps, which is a third of the speed proposed from Urbancom.net. This limited proposal would cost \$2,500-\$2,700 per month in addition to the amount that the Village currently pays, for a total of \$4,500-\$4,700 per month.

Urbancom.net is proposing to provide ultra-fast internet service, one gigabit per second for both downloading and uploading, to the Fire Department, Police Department, Village Hall, and Public Works. In addition to internet access, they will also set up high-speed connections between all the buildings so they can share data directly and keep things running smoothly even if one connection goes down. This setup helps ensure backup routes and keeps services connected at



all times. The length of the term is 60 months and the price is \$3,580 per month; \$214,800 total over the entirety of the term.

At the November 12, 2024 Board meeting, the Village Board approved the purchase and installation of a FortiGate Network Firewall from Urban Communications of Oak Forest, IL, the lowest responsible bidder, for a total cost of \$50,534.21. The investment replaced the Village's existing network firewalls, which had been in operation since 2010, and prepared the Village's network for the Cook County fiber internet connection.

To ensure a seamless transition, the Village may need to maintain both Comcast and Urbancom.net services concurrently for a short period—approximately one to two months—if the Board approves moving forward with Urbancom.net. This temporary overlap will help avoid any service disruptions during the changeover. It's also worth noting that Comcast will continue to provide certain services, such as cable and internet at the Brian Carey Training Center, since the Chicago Southland Fiber Network does not currently reach that facility.

Finances

A budget amendment of \$22,000 is needed to cover the cost of UrbanCom.net services for the remainder of fiscal year 2025-2026 and to cover a potential few months of overlap with Comcast to ensure there are no service disruptions during the changeover. In the future, \$42,960 will be budgeted in the Information Technology budget to cover the cost of Urbancom.net services.

OUTCOME

Contracting with UrbanCom offers the Village a number of significant benefits that improve both the reliability and performance of its network infrastructure. As a County-backed internet service provider headquartered locally in Oak Forest, UrbanCom.net can respond to issues much more quickly than national providers, often within minutes rather than hours. The new setup eliminates single points of failure by creating multiple interconnected connection points that can reroute traffic if one path goes down, significantly increasing network reliability and reducing bottlenecks.

Each major Village facility will receive its own dedicated full-duplex gigabit connection, delivering internet speeds that are ten times faster than the current service and scalable to meet future needs. While the new system is more costly than the current Comcast arrangement, it is still thousands of dollars less than quotes from other providers for similar services. Additionally, UrbanCom will install and support new firewalls as part of the service, offering a streamlined, one-stop solution for all connectivity needs and building a knowledge base that enhances long-term service and support.



FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$24,000
- **Budget Amendment Amount:** \$22,000
- **Future Budgeted Amount:** \$42,960

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Waive competitive bidding in order to secure access to high-speed internet service that meets operational and infrastructure needs; approve a budget amendment of \$22,000, and, authorize the Village President to enter into a contract with the UrbanComm.net of Oak Forest, IL in the amount of \$214,800 for a period of 60 months.

ATTACHMENT(S)

- Agreement and addendum
- CSFN Presentation



Service Agreement - Service Order (Chicago Southland Fiber Network)

Urbancom.net Fiber Operations, Inc.
5320 West 159th Street Suite 503
Oak Forest, IL 60452-3335
Phone: 708/687-2090
Fax: 708/687-8786
<http://csfn.urbancom.net>

Service Activation Date: 07/10/2025

Service Term: 60 Months

Customer Name: Village of Homewood - CSFN Fiber Internet

Install Address: 2020 Chestnut Rd

Billing Address: 2020 Chestnut Rd

Homewood, IL 60430

Phone & Fax: 708-206-3379

Tech Contact: Rick Wachowski

Tech E-Mail: rwachowski@homewoodil.gov

Homewood, IL 60430

Billing Contact: Rick Wachowski

Phone & Fax: 708-206-3379

Billing E-Mail: rwachowski@homewoodil.gov

Urbancom.net Fiber Operations, Inc. / CSFN Access Service:

Qty. Service

4	CSFN Ethernet Fiber Internet Gov/Edu Bandwidth (Monthly)
1	CSFN Ethernet Fiber Transport (Monthly)
1	CSFN Ethernet Fiber Transport (Monthly)
1	CSFN Ethernet Fiber Transport (Monthly)
1	CSFN Ethernet Fiber Transport (Monthly)

Monthly Price	Extended Price
\$ 895.00	\$ 3,580.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

Equipment and Additional Services:

Qty. Service

Price Extended Tax

Service Addresses:

- Homewood Village Hall - 2020 Chestnut Rd, Homewood, IL 60430
- Homewood Fire Department - 17950 Dixie Hwy, Homewood, IL 60430
- Homewood Police Department - 17950 Dixie Hwy, Homewood, IL 60430
- Homewood Public Works - 17755 Ashland Ave, Homewood, IL 60430

Urbancom.net to provide connectivity and bandwidth with commercial internet service using the fiber network and Ciena Carrier Ethernet system to be installed at the customer premises on the CSFN network.

Internet Bandwidth speed 1 Gbps/1 Gbps.

Service of 1 Gbps/1 Gbps will be delivered to Homewood Fire Department, Homewood Police Department, Homewood Village Hall, & Homewood Public Works. 1 Gbps/1 Gbps transports between Homewood Fire Department, Homewood Police Department, Homewood Village Hall, & Homewood Public Works for redundancy.

Bandwidth may only be used at facility provisioned by CSFN and may not be resold or shared with other entities. Direct transit to other CSFN locations not included.

Single static IP provided per fiber location, additional blocks quoted based on completion of ARIN justification forms.

All construction and services subject to approval by Cook County.

Customer requires router/firewall at each location, not included in this quote.

Access Services \$ 3,580.00

Additional Services \$ 0.00

Total Initial Charge
Due At Signing \$ 3,580.00

MONTHLY CHARGE \$ 3,580.00 BILLING CYCLE: ☒ MONTHLY ☐ QUARTERLY ☐ ANNUAL

All prices subject to required local, state and federal taxes and mandated fees.

CUSTOMER

URBANCOM.NET FIBER OPERATIONS, INC.

I have read and agree to the terms of the attached Master Services Agreement. I have legal authority to enter into this Agreement, and guarantee payment for all amounts due under this Agreement and subsequent Service Orders that may be entered into.

Signature: _____

Signature: _____

Printed Name: Edmund G. Urban III
Title: President

Printed Name: _____

Date: _____

Date: _____

URBANCOM.NET FIBER OPERATIONS, INC. – CHICAGO SOUTHLAND FIBER NETWORK - MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (the "Agreement") is entered into between Urbancom.net Fiber Operations, Inc. hereinafter ("Provider") or ("URBANCOM.NET") and Customer identified on Service Order, hereinafter ("Customer" or "you").

Recitals

WHEREAS, Provider operates a fiber optic network pursuant to an IRU with Chicago Southland Fiber Network, NFP (hereinafter "Designee") through which Provider is granted the right to sell certain telecommunications services and related non-telecommunications services, including internet access, transport and dark fiber; and

WHEREAS, Customer desires to purchase, and Provider is willing to sell, certain telecommunications services, including internet access, transport or dark fiber, as described more fully in this Agreement and in corresponding Service Orders; and

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I - DEFINITIONS

1.1 The following capitalized terms shall have the following meanings:

Affiliate(s): With respect to either Party, any entity controlled by, in control of, or under common control with such Party.

Authorizations: All applicable governmental and regulatory approvals, permits, authorizations, orders and/or consents required to provide the Services.

Customer Equipment: Any equipment owned, leased, provided and/or installed by Customer on the Customer side of the Point of Demarcation.

End/User: A user to whom Customer will provide telecommunications services utilizing, in part, the Services delivered by Provider to Customer under this Agreement.

Force Majeure Event: A cause beyond the reasonable control of the Party whose performance is interrupted, limited, delayed or prevented, including but not limited to, acts of God, fire, explosion, underground construction damage by third parties, terrorism or terrorist event, vandalism or other similar catastrophes, accidents, pole hits, failure of a utility company to complete make-ready, material shortage or unavailability not resulting from the responsible party's failure to timely place orders, any law, order, regulation, direction, action, inaction or request of any governmental authority or agency, including, without limitation, state, local and municipal governments having jurisdiction over the Parties, national emergencies, insurrections, riots, wars or labor strikes.

Monthly Recurring Charges or "MRC": A recurring charge for Services, as set forth in a Service Order, which is invoiced and due on a monthly basis. Alternatively, a Service Order may specify recurring charges that are paid quarterly or annually.

Non-Recurring Charges or "NRC": A one-time charge, as set forth in a Service Order, for construction, installation and/or provisioning of Services.

Off-Net Services: Services provided by a third party, or services not originating on Provider's network.

On-Net Services: Services to a location(s) served by the Provider Network, which are provided entirely by Provider.

Point of Demarcation or "DMARC": The point of interconnection between Provider's communication facilities and terminal equipment, protective apparatus or wiring at Customer's premises, which delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end.

Provider Equipment: The telecommunications equipment owned, leased or otherwise operated by Provider under an IRU with its Designee necessary to provide the Service.

Provider Network: Provider's fiber optic cable network and associated optical/electronic equipment used to deliver services to its customers.

Service: Any service provided by Provider to Customer under this Agreement.

Service Order: Provider's standard service order form, which will be utilized by the Parties to reflect the specific Services ordered by Customer and accepted by Provider. A Service Order shall be deemed incorporated herein at the time it is fully executed by both Parties.

Service Outage: A complete disruption of Service or material degradation of Service below the minimum performance standards applicable to this Agreement, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder.

Technical Specifications: The minimum performance specifications applicable to each Service; the applicable technical specifications for telecommunications services are set forth in Service Level Agreements, which can be found posted online at www.urbancom.net

Underlying Rights: Any and all underlying agreements between Provider and owners of real or personal property, grantors of indefeasible rights of use (IRU), rights-of-way and other licenses with respect to all or any portion of the Provider Network and associated property or assets, including, without limitation, conduit and pole attachment agreements, easements, leases, franchises and other agreements necessary to construct, install, maintain, operate and repair the Provider Network and other equipment and appurtenances thereto.

Underlying Service Provider: Any Underlying Rights provider or other third-party provider of services to Provider, which are used in whole or in part to provide the Service hereunder.

ARTICLE II – SCOPE & TERM

2.1 PROVIDER shall provide Customer the services ordered in the Service Order and accepted by Provider in accordance with the provisions set forth in the order and herein. An agreement in its entirety for services and/or dark fiber, consists of one or more Service Orders and a Master Services Agreement. Incorporated into the Master Services Agreement, by reference, are the Provider's General Terms and Conditions, any applicable Service Specific Terms and Conditions, Service Specific SLAs (Service Level Agreements), and Acceptable Use Policy (if applicable), all of which are all posted online at the Provider's website

2.2 This agreement shall commence on the Effective Date and shall continue for the term of the service ordered on the Service Order and be extended to the term of any subsequent Service Orders. The billing date shall commence on the date the service is activated (the "Service Commencement Date") which shall be listed on the Service Order and the agreement shall continue for a term ending at the end of the Service Term set forth on the Service Order as calculated from the Service Commencement Date. At the end of the term this agreement shall automatically renew for like successive terms unless terminated by sending written notice to the other party no less than 30 days nor greater than 90 days prior to the end of the initial contract term or any subsequent renewal thereof. For this notice the notice date shall be calculated from the Effective Date of the service order, rather than the actual Service Commencement Date. Any subsequent Service Order shall extend the term of the Master Services Agreement and all other service orders to the end of the term of the last Service Order, or any subsequent renewals as provided in this paragraph. Customer acknowledges that circumstances beyond the control of PROVIDER may cause a delay in installation of service, in which case, the term of this Agreement shall commence on the date the service is actually activated.

URBANCOM.NET FIBER OPERATIONS, INC. – CHICAGO SOUTHLAND FIBER NETWORK - MASTER SERVICES AGREEMENT

ARTICLE III – ORDER DELIVERY & ACCEPTANCE

- 3.1 Customer may submit requests for certain Services provided herein. Provider may, but shall not be obligated to, accept any such requests for Services. The specific Services to be provided to Customer hereunder shall be set forth in Service Orders. The Service Orders shall include a description of the Service, the duration for which the Service will be provided, the applicable pricing and any additional terms and conditions applicable to the Service. Service Orders will not become effective until they are signed by authorized representatives of both Parties. Upon full execution, Service Orders shall become part of this Agreement and shall be governed by the terms and conditions contained herein. Purchase orders issued by Customer shall not be deemed to amend, modify or supplement this Agreement or any Service Order issued hereunder and shall not be legally binding on Provider, unless agreed to otherwise in a writing signed by Provider.
- 3.2 Provider may require Customer to submit a credit application prior to accepting a Service Order. The credit check may result in a requirement for a security deposit equal to two (2) months of the applicable MRC. This deposit, and/or the requirement to submit a credit application, may be exercised or waived in Provider's sole discretion. In the event Customer does not maintain a timely payment history, Provider may require additional deposits and/or require the submission of a new credit application. Provided Customer has satisfied all payments, Provider will return any deposit paid to Provider by Customer at the end of the Service Term.
- 3.3 Upon installation of Service, Provider will deliver to Customer a written notice of such installation ("Connection Notice"), which may be e-mailed to Customer. If Customer fails to deliver written notice of acceptance within two (2) business days of Provider's delivery of the Connection Notice, Customer shall be deemed to have accepted the applicable Service. The acceptance date for a given Service shall be the earlier of 1) the date on which Customer delivers written notice of acceptance, 2) the date on which Customer begins to use the Service, other than for testing, or 3) the second (2nd) business day following Provider's delivery of the Connection Notice ("Acceptance Date"). The date upon which Monthly Recurring Charges shall begin to accrue for any Service (the "Service Commencement Date") shall be the Acceptance Date for such Service. Any failure on Customer's part to be ready to receive the Service, or any refusal on the part of Customer to receive the Service (unless such refusal is based on the failure of the Service to comply with applicable Technical Specifications), shall not relieve Customer of its obligation to pay charges (including, without limitation, any MRCs and any NRCs) for any Service that Provider makes available to Customer pursuant to a Service Order. Provider shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Service Commencement Date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining any required permits and/or Underlying Rights, provided that Provider uses commercially reasonable efforts to secure such permits and/or Underlying Rights.
- 3.4 Customer shall pay the costs associated with any design changes requested by Customer subsequent to the execution of a Service Order. Any such design changes and the associated costs will be incorporated into a revised Service Order. Provider will invoice Customer for the associated costs upon execution of the revised Service Order. Payment for design changes must be received by Provider before commencement of any work associated with the design change. Examples of design changes include but are not limited to changes to the following 1) bandwidth; 2) Point(s) of Demarcation; 3) entrance diversity requirements; or 4) protection requirements.

ARTICLE IV - PAYMENTS, TAXES & OTHER FEES

- 4.1 Customer will be invoiced electronically on or after the Effective Date for NRC. Provider will invoice customer electronically in advance for the MRC's for each Service either monthly, quarterly or annually, as set forth in the Service Order in advance, for the next period's service.
- 4.2 All payments are due within 10 days after the date of such an invoice, but in no event shall be paid later than the start of the service period. Customer shall notify Provider within 30 days of an Invoice Date of any

dispute to any charge. Failure to notify Provider within thirty (30) days shall constitute waiver by Customer of any such dispute. The notice shall clearly specify the charge(s) being disputed and the reason for the dispute. Provider will review the disputed charges and reply to Customer within thirty (30) days of its receipt of such dispute notice with a decision regarding the dispute. If the dispute is resolved in favor of Provider, Customer shall immediately pay the disputed amount owed, including interest at the rate specified herein from the original due date. If Customer fails to pay any charge when due, including, but not limited to, installation charges or taxes, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the service or is necessary to allow PROVIDER to bill Customer for the service, Customer shall be in default. PROVIDER may suspend or terminate the service to Customer under these conditions. Termination based on the above circumstances shall be deemed a Cancellation and Customer agrees that the Cancellation Charge shall apply. Any payment not received within fifteen (15) days of the invoice date will accrue interest at a rate of one and one half percent (1½ %) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, PROVIDER may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all services and PROVIDER Supplied Equipment or require other assurances to secure Customer's payment obligations hereunder. Customer shall pay all reasonable attorneys' fees or costs incurred by PROVIDER for collection or enforcement of the terms of this or other agreements between the parties of any amount due or for the enforcement of any term of this Agreement. Customer hereby authorizes the charge of any credit card on file for the payment of any charges.

- 4.3 Provider and Customer will cooperate to accommodate each other's electronic payment or invoicing requirements, if any. Unless otherwise agreed, Provider shall issue invoices electronically and Customer shall pay by ACH or company check.
- 4.4 All charges set forth in the Service Order(s) are exclusive of, and Customer shall be responsible for any applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, bypass, franchise and other taxes, fees, assessments or similar amounts in connection with the provision, sale or use of the Service furnished to Customer pursuant to this Agreement, excluding any taxes based upon Provider's net income. Customer shall also reimburse Provider for any fee, duty or surcharge assessed against Provider as a result of Customer's use of the Service (including, but not limited to, any universal service fund surcharge). Further, Customer shall pay any costs or fees arising from or in connection with an order; rule or regulation of any federal, state or local agency or court in connection with the Services, or as otherwise needed to recover amounts that Provider is required by government or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. It will be the responsibility of Customer to pay any such taxes and fees that subsequently become applicable retroactively. In the event that any newly-adopted law, regulation or judgment increases Provider's costs to provide the Services, Customer shall pay any such additional costs.
- 4.5 If Customer terminates this Agreement anytime after implementation, but before expiration, Customer will pay a lump sum equal to the charges of the remainder of the then-current term of the Agreement, unless PROVIDER agrees in writing to a lesser amount. The parties agree that this sum is liquidated damages rather than a penalty. Customer may terminate without penalty if PROVIDER notifies customer that due to technical reasons PROVIDER is not able to deliver service to customer. If Customer is terminated by PROVIDER for violation of the Acceptable Use Policy, Customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then-current term of the Agreement.

ARTICLE V - INSTALLATION, MAINTENANCE AND REPAIR

- 5.1 Provider will install, maintain, repair, operate and control Provider Equipment. Unless specified otherwise in a Service Order, Provider

URBANCOM.NET FIBER OPERATIONS, INC. – CHICAGO SOUTHLAND FIBER NETWORK - MASTER SERVICES AGREEMENT

will have no obligation to install, maintain or repair Customer Equipment.

- 5.2 If Provider determines, in its sole discretion, that an emergency action is necessary to protect the Provider Network as a result of Customer's transmissions, Provider may block any such Customer transmissions that fail to meet generally accepted telecommunications industry standards. Provider will have no obligation to Customer for any claim, judgment or liability resulting from such blockage. Provider shall notify Customer within twenty-four (24) hours of the blockage. The Parties agree to mutually cooperate to resolve the underlying cause of the blocking, comply with generally accepted telecommunications industry standards and restore the transmission path with forty-eight (48) hours.
- 5.3 Provider will perform maintenance and repair functions on the Services within the Provider Network. Municipal customers shall reimburse Provider for the costs of any re-location of fiber within the municipality necessitated by any municipal public works projects in the Public Right of Way.
- 5.4 Scheduled maintenance or service functions performed by Provider on the Provider Network which will or could reasonably be expected to result in a Service Outage will be coordinated with Customer in accordance with the notice period herein. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which shall be included on the Service Orders, and Customer shall provide updated lists to Provider, as necessary.
- 5.5 Provider will endeavor to conduct maintenance that is reasonably expected to interrupt Service outside of regular business hours during the maintenance window of 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Provider. Provider will use commercially reasonable efforts to notify Customer of maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) business days prior to commencement of such maintenance activities. Notwithstanding the foregoing, Provider may perform emergency maintenance in its reasonable discretion, without prior notice to Customer, to preserve the overall integrity of the Provider Network. Provider will notify Customer as soon as reasonably practicable following such emergency maintenance activity. A Service Outage resulting from scheduled maintenance shall not result in a credit.
- 5.6 Access to Point of Demarcation. Customer at no cost to Provider, shall secure throughout the Service Term any easements, leases or other agreement necessary to allow Provider to use pathways into and in each building to the Point(s) of Demarcation. Such access rights shall grant to Provider the right, to ingress and egress, access to install, maintain, repair, replace and remove any and all equipment, cables or other devices Provider deems necessary to provide the Services. In the event that Customer's designated locations are not along public rights-of-way, and private property must be crossed, either aerially or underground, Customer shall ensure that Provider is granted an easement, at no cost to Provider, by either the property owner(s) or the owner's authorized agents, and Provider shall have no liability or obligation to Customer unless and until these are provided.
- 5.7 Customer Equipment and Safety. Unless specified otherwise in a Service Order, Customer shall, at its own expense, procure any Customer Equipment necessary to implement or receive Service. Customer shall ensure that all such Customer Equipment is consistent with and performs according to the Technical Specifications. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Provider. Provider may, at its sole option, immediately suspend Service if any Customer Equipment does not comply with the provisions herein. No Service Outage shall be deemed to have occurred during any such suspension.
- 5.8 Customer Provided Facilities. Customer shall make available at no cost to Provider adequate space, AC power and HVAC for Provider Equipment. To the extent access is outside the control of Customer, Customer will be responsible for all costs associated with procuring rights needed to obtain entry to Customer's or Customer's End User premises and shall cooperate with Provider in securing adequate space, AC power and HVAC for Provider Equipment at no cost to Provider. Provider's employees or agents will comply with, reasonable End-Users' and/or Customer access and security rules and regulations provided in writing to Provide in advance. Provider shall not be liable, including the payment of credits, for any delays in performing or failures to perform hereunder to the extent that such delays or failures are caused by Customer's inability or failure to provide access as required hereunder.
- 5.9 Provider Access to Provider Equipment. The Provider, its employees, contractors and agents will have the right to access any Provider Equipment or facilities at a Customer or End User premises twenty- four (24) hours a day, seven (7) days a week. Provider shall provision the Services at the facilities in a timely, workmanlike, and professional manner, in accordance with industry standards.
- 5.10 No Modification of Provider Equipment. Customer shall not, nor permit others to alter, rearrange, disconnect, remove or attempt to repair or otherwise interfere with or change the Provider Network or Provider Equipment, except upon written consent of Provider, and Customer shall be liable for any and all damage and destruction caused thereby, as well as any and all costs and expenses incurred by Provider arising in connection therewith.
- 5.11 No Alternate Routing. Provider shall have no obligation to provide alternate routing with respect to any Service provided pursuant to this Agreement.
- 5.12 Inability to Obtain Authorizations and Underlying Rights. To the extent a Service Order requires Provider to complete construction, extend the Provider Network and/or obtain additional Authorizations and Underlying Rights, Customer shall use commercially reasonable efforts to assist Provider in obtaining such Authorizations and Underlying Rights as necessary to provide the Service. In the event that Provider is unable to obtain any necessary Authorizations and Underlying Rights without incurring additional costs, unless Customer agrees to bear the costs of obtaining such Authorizations and Underlying Rights, Provider may cancel the applicable Service Order and shall incur no liability to Customer hereunder. In the event that one or more Authorizations or Underlying Rights expires during the Service Term, Provider shall use commercially reasonable efforts to replace the same.
- 5.13 PROVIDER will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free service to Customer. PROVIDER shall provide customer a service credit equal to 1½ times the pro-rated amount of the outage for any outage which exceeds thirty minutes, provided a request for such credit is made in writing within seven days of the outage. Under no circumstances shall PROVIDER be liable to Customer or any other person or entity for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement services. In no event shall PROVIDER's liability exceed the pro-rata charges for the period of interruption.
- 5.14 PROVIDER reserves the right to deny service under this agreement to customer where customer has abused or violated any of the terms of service. PROVIDER shall have the exclusive right in its own discretion to limit, block or restrict users to certain TCP/IP or UDP ports on the system to prevent an adverse effect on other users, or the network, unless such limitation violates any FCC rules or regulations relating to Net neutrality.
- 5.15 Customer understands that the connection to the internet is an always-on connection to a public network and that unless a firewall is installed at the customer's location, the customer's computers could be accessible to unauthorized access. An approved firewall must be installed at customer location.
- 5.16 Provider will provide Customer with the following Service Level Agreement: For an Enterprise Customer the Enterprise SLA is 99.99% uptime, Network latency of < 40ms avg, packet loss of < .1%. If we do not meet the SLA you may request in writing, within 7 days a request for credit to your account of a pro-rated amount of 1 ½ times the daily rate for the period of any such outage. The SLA does not cover Acts of God or outages outside of the PROVIDER network or any Customer hardware.

URBANCOM.NET FIBER OPERATIONS, INC. – CHICAGO SOUTHLAND FIBER NETWORK - MASTER SERVICES AGREEMENT

ARTICLE VI CUSTOMER RELATIONSHIP

- 6.1 URBANCOM.NET values each customer's business and respects our customers' right to privacy. Under state and federal law, you have a right, and URBANCOM.NET has a duty, to protect the confidentiality of your Customer Proprietary Network Information ("CPNI"). CPNI is information about the quantity, technical configuration, type, destination, location, usage, and billing of your service. URBANCOM.NET will not use or disclose your CPNI except as permitted or required by federal statute (47 U.S.C. § 222) and applicable FCC regulations (47 CFR §§ 64.2001 - 64.2009). We will use your CPNI only to provide URBANCOM.NET services to you or to suggest other URBANCOM.NET, or affiliated communications-related services tailored to your needs. These protections apply automatically, and you do not need to take any action in order to benefit from them.
- 6.2 As a URBANCOM.NET customer, you have the right to impose additional restrictions on URBANCOM.NET's use of your CPNI by "opting out." If you opt out, URBANCOM.NET cannot use your CPNI to market additional services to you. Opting out will not affect the provision of any service to which you already subscribe, but it may prevent you from receiving certain information about additional services from URBANCOM.NET. If we do not hear from you within 30 days after you first sign up for URBANCOM.NET service, we will assume you do not wish to opt out. However, you can choose to opt out at any time. Your decision whether or not to opt-out will remain in effect until you change it. In order to opt out, please notify URBANCOM.NET in writing at 5320 W 159th Street, Suite 503, Oak Forest, IL 60452 Attn: Customer Service CPNI OPT OUT, and provide the following information: (1) Customer name, (2) Service billing address, (3) telephone number including area code, and (4) service account number. Removing consent will not affect your current Service.
- 6.3 Provider and Customer agree that Customer is served by at least one dedicated account representative and thereby qualifies for the Business Customer Exemption from the FCC's CPNI authentication requirements. Provider and Customer agree to be bound by the authentication regime in this paragraph. Specifically, Provider and Customer agree that Provider may provide Customer CPNI to representatives authorized by Customer as designated in applicable Service Orders in connection with Customer-initiated calls pertaining to the purchase of new and/or additional services, billing and collection, trouble reports, and other customer care issues.
- 6.4 If Customer representatives other than those designated by Customer in Service Orders contact Provider to request or modify information regarding Customer's account, Provider will not provide Customer CPNI unless Provider authenticates the caller. Such authentication may include requiring the caller to provide the correct billing or service address, billing or technical contact of record, valid invoice number, valid circuit number, or similar information that is not available to anyone other than the designated representative of Customer. If the caller cannot answer these questions correctly, Provider will not provide Customer CPNI to the caller, but will instead call the Customer back at the Customer's known telephone number to provide the requested information or mail the requested information to Customer's business address.
- 6.5 Inter-Carrier Lease. Provider and Customer agree that where Customer is a licensed carrier, this Agreement, to the extent it is subject to FCC regulation, is an inter-carrier agreement which is not subject to the filing requirements of section 211(a) of the Communications Act of 1934 (47 U.S.C. 211[a]) as implemented in 47 C.F.R. 43.51. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.
- 6.6 PROVIDER MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND Customer UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT Customer's OWN RISK AND THAT IT IS Customer's RESPONSIBILITY TO SAFEGUARD Customer's DATA AND Customer's NETWORK. Customer agrees to indemnify and hold harmless Provider, the Chicago Southland Fiber Network, NFP, Cook County or its agents, Board of Education of Consolidated High School District 230, Urban Communications, Inc., Urbancom.net Fiber Operations, Inc. and all of their officers, board members, employees, agents and affiliates from any and all claims for damages which may arise from use of the network.
- 6.7 Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, actions by any Federal, State, Local or Municipal Government and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, PROVIDER does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Customer shall indemnify and hold PROVIDER and all parties listed in Paragraph 6.6, their board members, directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service or any other actions of any third party on account of the use of the PROVIDER service or equipment. PROVIDER reserves the right to terminate the delivery of service if at any time in its sole determination that it has a lack of sufficient transmission facilities to provide the contracted service. PROVIDER shall not be responsible for damages, delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
- 6.8 This Agreement is entered into in the State of Illinois. The parties agree that any dispute arising under this Agreement shall have its venue in Fifth Municipal District of Cook County, Illinois and any such dispute shall be governed by and construed in accordance with the laws of the State of Illinois.
- 6.9 PROVIDER may assign this Agreement without Customer's prior consent and all of PROVIDER'S rights, title, and interest herein shall inure to the benefit of such assignees, its successors and assigns. This Agreement shall not be assignable by Customer except with the written consent of PROVIDER. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.10 Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, PROVIDER may refer to Customer as its customer.
- 6.11 Any written notices to PROVIDER shall be sent via US Mail to Edmund G. Urban III, President, Urbancom.net Fiber Operations, Inc., 5320 West 159th Street, Oak Forest, Illinois 60452.
- 6.12 Customer shall not, without the prior written consent of PROVIDER, resell the services to any third parties or to allow third parties to use the network, except as incidental to the customer's own internal use without written consent of PROVIDER. Customer shall not extend the use or access of the network to any geographic location except as provided in the service order.
- 6.13 Customer agrees that it will use the service(s) only for lawful purposes and in accordance with this Agreement. PROVIDER'S network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. Customer will comply at all times with all applicable laws local, state, national, or international law and the Rules and Regulations, as updated by PROVIDER from time to time. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by PROVIDER to be inappropriate or improper such as bulk e-mail messages. The Rules and Regulations are incorporated herein and made a part hereof by this reference. PROVIDER may change the Rules and Regulations upon five (5) days notice to Customer, which notice may be provided by listing such new Rules and Regulations at

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the PROVIDER Web site csfn.urbancom.net/tos. Customer agrees to comply with such restrictions and, in the event of a failure to comply, Customer agrees to pay the financial penalties for any fraudulent activities in accordance with the Rules and Regulations.

ARTICLE VII - VOICE SERVICES & E911

- 7.1 For voice services, customer shall not resell or transfer the service or the device to another party without our prior written consent. You are prohibited from using the service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. Provider reserves the right to modify your service if Provider determines, in its sole and absolute discretion, that your use of the service or the Device is, or at any time was, inconsistent with normal small business usage patterns, or that you have at any time used the service or the Device for any of the activities mentioned above or similar activities.
- 7.2 **Registration of Physical Location Required for 911 service. For each phone line that you utilize with our Voice service, you must register the physical location where you will be using the service with that phone line. It is incumbent on you to confirm the accuracy of your physical address if you have any changes, additions or transfers of phone numbers. You are responsible to confirm your 911 address in our system by dialing 933 which will read back your phone number and currently registered 911 address. IF THAT IS NOT YOUR CURRENT LOCATION, CONTACT OUR OFFICE IMMEDIATELY TO MAKE ANY NECESSARY CHANGES TO YOUR 911 ADDRESS LOCATION.**

911 service will be unavailable during:

- (a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the service, including 911 Dialing.
- (b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service.** Service outages or suspensions or disconnections of service of your broadband connection will prevent all service, including 911 Dialing, from functioning.
- (c) **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.

Agreed by Customer:

Name: _____

Title: _____

Date: _____

Agreed by Provider: _____

Name: Edmund G. Urban III, President

Date:  _____

Reserved 01/23

CONFIDENTIALITY PROVISIONS ARE
INAPPLICABLE AND DISCLOSURE OF THIS
DOCUMENT IS PERMITTED IF REQUIRED BY
LAW.

- 7.3 **Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Urbancom nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless PROVIDER, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys' fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the

Addendum to Master Services Agreement

The following modifications amend the Master Services Agreement between Urbancom.net Fiber Operations, Inc. ("Provider") and the Village of Homewood ("Customer"). These provisions supersede any conflicting provisions in the Agreement.

1. Deposits and Prepayment

Section 3.2: Customer, as a municipal entity, shall not have to pay any deposits, prepayments, or advance charges inconsistent with applicable law.

2. Payment Terms

Section 4.1: All payment terms shall be governed by the Illinois Local Government Prompt Payment Act.

3. Limitation of Liability

Section 5.13: Provider's limitation of liability shall not apply to gross negligence, willful misconduct, or breach of confidentiality obligations.

4. Assignment

Section 6.9: Provider is prohibited from assigning this Agreement without the Customer's prior written consent.

5. Disclosure of Terms and Conditions

Section 6.10 is stricken. Any other references within the document prohibiting disclosure of this agreement to third parties are stricken.

Agreed:

Village of Homewood

Urbancom.net Fiber Operations, Inc.

By: _____

By:  _____

Date: _____

Date: 7/2/25 _____



Chicago Southland Fiber Network – Cook County Grant for Expansion 2022



Urban Communications, Inc.
Urbancom.net Fiber Operations, Inc.
Clearvon LLC. (Illinois CLEC)



Urbancom.net Wireless, LLC
Urbancom.net Fiber Operations, Inc.



BROADBAND INTERNET SERVICES PROVIDER

CSFN History

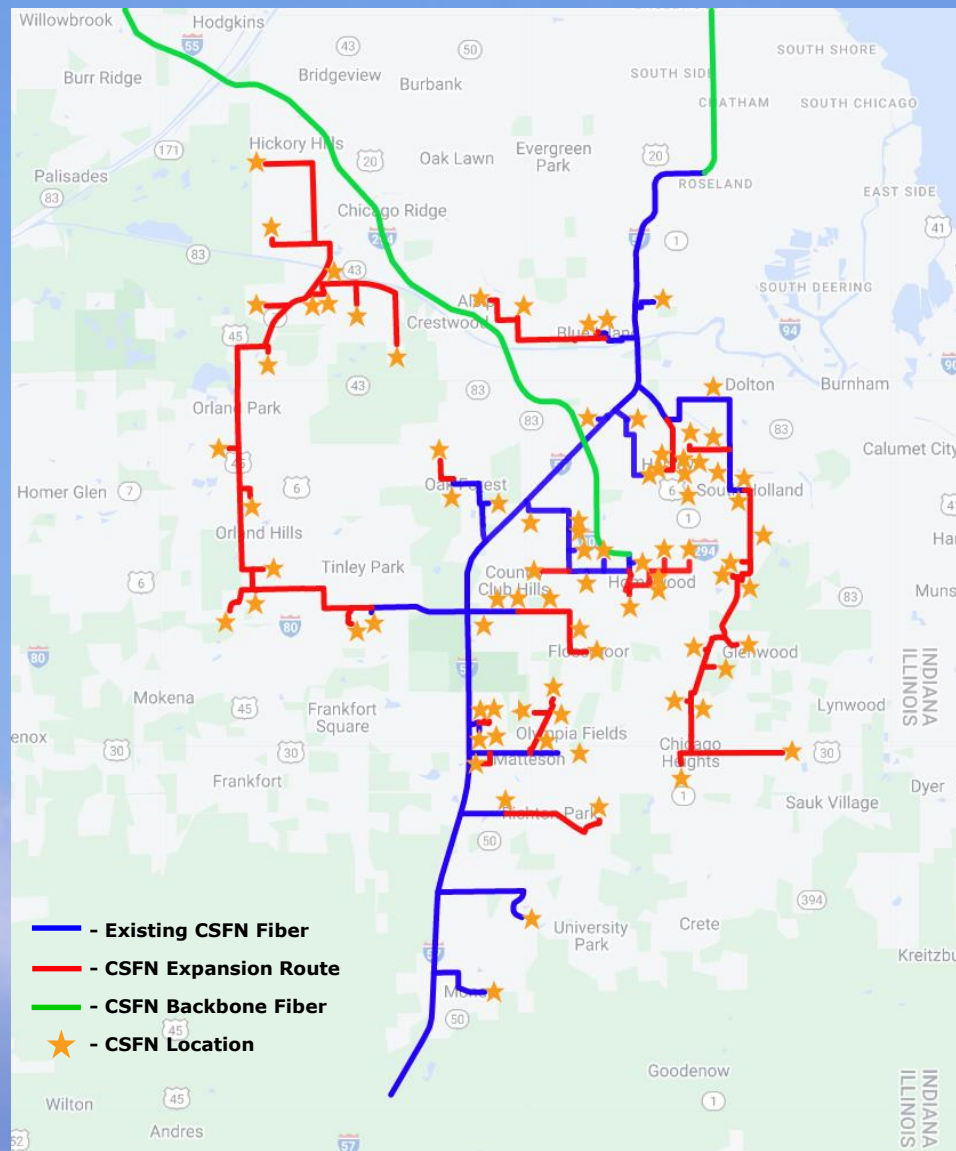
- The Chicago Southland Fiber Network was initially constructed with Build Illinois funds with the design starting in 2012. The network went live in 2015.
- The network initially connected SSMMA member communities adjacent to I-57 with the \$6M state funding provided under the state grant.
- In January 2020 the Cook County Board of Commissioners adopted a resolution entitled “Creating Digital Equity in Cook County” to address connectivity for unserved and underserved communities particularly in the south suburbs of the county.
- Cook County received an initial Connect Illinois Grant from the state of Illinois for nearly \$1.9 million and has committed an additional nearly \$2.3 million to expand the broadband infrastructure in the Chicago South suburbs to support the expansion of the Chicago South and fiber network
- Cook County has additionally committed federal ARPA dollars for additional expansion beyond the original routes approved by the State of Illinois.

CSFN Expansion

- The expansion will allow constituent customers to connect to a multi 100 GB backbone allowing for 100 GB, 10 GB and 1 GB connections at prices far below commercial carrier costs.
- The network will allow traffic between government locations in the Southland and other interconnected government networks to be direct and not transverse to the public internet at large.
- Municipal networks can connect between Village hall locations, Police, Fire and Public Works in a direct fashion without traffic going through distant central offices as with commercial carriers.
- Direct connection to Cook County and the State of Illinois Networks for CABS and LEEDS
- Connect via a Layer 2 connection to area PSAP dispatch locations CALCOM, SOUTHCOM, E-COM
- Backhaul data from video surveillance cameras directly to police dispatch

Cook County & State of Illinois Expansion Grant

Item 8. E.



Benefits of the CSFN Connections to Fiber Services Provided by Urbancom

Dedicated Fiber
Connections

Backup/Disaster
Recovery

Microwave
Broadband

VoIP/Hosted
Voice PBX

Enterprise
Co-Location

Private Fiber

Email/Cloud
Hosting

Consulting
Services

Spam /Email
Filtering

Municipality
Infrastructure

Website
Development

IP Security
Cameras

Urbancom Fiber Solutions

- Operating on Urbancom owned fiber and BTOP funded fiber networks, (iFiber & SSMMA / CSFN / Cook County / City of Aurora / Kane County) Urbancom can provide Metro Ethernet services for both internet transit and private connectivity to customer locations within a large service footprint at speeds up to 10 Gbps/10 Gbps.
- Urbancom can connect customers directly to major internet backbone locations in Chicago, Oak Brook and St. Louis.
- Urbancom is able to provide broadband services to customers within its service footprint that many competitors are unable to reach.

Urbancom Wireline & Fiber Services

- ***Tier 1 Internet Service***

Urbancom has Wholesale interconnect agreements with major backbone providers including Cogent, GTT, United-IX Exchange as well as private peering connections including a connection with the Illinois Century Network (State of Illinois). We connect with up to a 100 GB fiber connection to 350 E Cermak, Chicago. Capacity to increase to multiple 100 GB fiber connections.

- ***Highly Redundant***

Self-healing redundant Cisco IP architecture and Ciena fiber transport hardware offering high-performance Dedicated Internet Access services that can support multiple, mission-critical traffic types concurrently, without fear of bandwidth starvation or service loss.

Urbancom VoIP Solutions

- ***Hosted Cisco Call Manager Solution & SIP based hosted PBX***

A hosted Cisco or SIP VoIP solution allows an organization to leverage our hosted solution to provide enterprise level solutions to small or large customers.

- ***Scalable***

Traditional PBX (Private Branch Exchange) based phone systems are limited in ability to scale and it may be necessary to periodically scrap existing systems and replace hardware; this is not the case with VoIP systems. We can provide SIP trunking to scale as the customers needs grow.

- ***Next Generation Video Conferencing***

Urbancom SIP based H.264 VoIP video conferencing allows remote users to collaborate in live HD 720p tele-presence at cost effective rates.

Co-located Server, Cloud & Hosted Servers

- Co-location at secure data centers in Oak Forest, IL and Oak Brook, IL. Our Oak Brook facility is housed in a 48,000 sq foot (SSAE) No. 16 certified facility.
- Connectivity to multiple tier 1 internet service providers and Urbancom fiber.
- 24 hour monitoring via Urbancom NOC.
- State of the Art redundant power and environmental controls.

CSFN Network Services

- 24/7 365 Urbancom NOC resources include CISCO CCNA, CCDA, CCDP, CCNP, CCIE & CISM level engineers.
- Configuration and deployment of best of breed practices to safeguard critical assets and data.
- Establishment of security processes based upon industry best practices.

Cloud Computing – Data Centers



Colocation & Cloud Computing Oak Brook & Oak Forest IL
Our data center suite is built to meet the needs of the most demanding IT environments. We have designed services to deliver the reliability that businesses need to ensure they have the necessary resources to operate. Our data centers feature:

- Redundant Power
- N+1 Redundant Generator Systems
- N+1 Cooling
- Multi Layer Security

Managed Security – Many types of Managed Security Services are available to ensure that your co-located or managed hosting environment is secure. **Managed Firewall, Intrusion Detection, Managed VPN.** With additional services like email spam and virus-filtering, we offer a comprehensive suite of managed security solutions to cover all aspects of your infrastructure.

Managed Backup and Recovery – Urbancom managed backup solutions feature industry leading backup systems protect your critical business data from loss and ensure timely recovery. Veeam Cloud Connect provider.

Managed Storage – Storage Area Network (SAN) and direct attached storage improve the ability for you to have reliable, consistently available data with Urbancom managed solutions.

Strategic Partners



Customer References

City of Aurora	Cook County – Bureau of Technology	Kane County
State of Illinois	iFiber	Oak Lawn Park District
Material Handling Services	Turner Industrial	Village of Frankfort, IL
Village of Tinley Park, IL	Orland Fire Protection District	Governors State University
Winnebago County, IL	Warren Tws. High School District	Village of Glenview, IL
PADS	Village of Franklin Park, IL	Village of Dixmoor, IL
Schwaller Insurance	Salem Media Group	South Suburban College
Atlas Putty	Tinley Park Convention Center	Village of Calumet Park (Calcom Dispatch)
Lincoln Energy	South Suburban Mayors & Managers Asn.	Midwest Generation
Village of Monee, IL	Village of Buffalo Grove	Village of Olympia Fields
City of Green Bay, WI	Northern Illinois University	IGOR

Tower Construction - iFiber



Fiber Construction - CSFN



Former Gov. Quinn & Urbancom CEO Ed Urban Discuss Gigabit Fiber Optic Networks



Senator Durban & Urbancom CEO Ed Urban Discuss Broadband for Economic Development



Multi-Gigabit Ultra High-Speed Fiber Optic Network



Safe – Clean Agent Fire Suppression Protects High Density Virtualized Servers





BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 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
<i>Fiscal Year</i>	<i>5/1/2025 to 4/30/2026</i>	<i>5/1/2026 to 4/30/2027</i>	<i>5/1/2027 to 4/30/2028</i>
	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 for approval at the same time as those for union-represented employees. If approved by the Village Board, the COLA increases for non-union staff will match with those negotiated by the two (2) MAP unions. All COLA adjustments for the two police unions and non-union staff will be retroactive to May 1, 2025, and employees eligible for retroactive pay can expect to receive those payments in either 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 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



AGREEMENT

BETWEEN

VILLAGE OF HOMEWOOD

AND

**METROPOLITAN ALLIANCE OF
POLICE CHAPTER 621**

May 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 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 Required 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.

Overtime Callout Procedure

(a) Regular Overtime Call-Out to Cover a Full Shift Procedure

1. 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.
2. 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.
3. 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.

4. 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.

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

1. 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.
2. If no volunteers are obtained, reverse seniority shall be utilized to obtain necessary officers.

(c) 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:

(d) Planned Overtime Call-Out Procedure

1. 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.
2. 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".
3. 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.

(e) 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 shall in a manner similar to a detail assignment as follows:

1. The "Planned Overtime Call-Out" sheet shall be posted on the detail board with a deadline date by which officers must voluntarily sign-up for the special assignment.
2. Selection of officers to work the special assignment shall be determined by seniority of those officers who sign up.
3. 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.
4. 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.

(f) Overtime Call-Out 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.

(g) 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.

(h) 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.

(i) Time of Call Out Notification

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

(j) 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.

(k) 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.

- (1) 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 6.11 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 6.12 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 6.13 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 6.14 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
- 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

Section 9.2 The exact date to be observed for a holiday shall be as determined

pursuant to the terms of 205 ILCS 630/17. 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 E.

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.

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 employee in the employee's immediate family (defined as the employee's legal spouse, children, stepchildren, adopted children, parents, parents of spouse or stepparents) the employee shall receive 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 Waiver of Paid Leave Laws and Ordinances

The paid time off benefits in this Agreement exceed any requirements of the State and Cook County paid leave laws and therefore any conflicting provisions are waived by agreement of the Parties.

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 employee's legal spouse, children, stepchildren, adopted children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step brothers, step sisters, and stepparents) 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) consecutive work days and must be taken within the timeframe specified by the Illinois Family Bereavement Leave Act ("FLBA") or at the discretion of the Police Chief or their designee. Upon approval of the Police Chief or his designee, be extended on a day-to-day basis 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 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. Further, eligible employees

(with one year of service or more and 1250 hours worked in the preceding 12 month period) may receive additional unpaid time off pursuant to the FBLA referenced above.

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 as adopted on October 12, 1993. 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.

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:

<u>Length of Continuous Service</u>	<u>Amount</u>
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.

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 MissionSquare from May 1, 2012 through April 30, 2025. 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
8	0%	0
16	0%	0
24	0%	0
32	0%	0
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 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.

- (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 Side Letter at Appendix K.)

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 Savings 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 and as set forth in Article XV.

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:

<i>Length of Service</i>	<i>Applicant Reimbursement</i>
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 in emergency situations, or upon seven (7) calendar days' notice to the Union, pending final resolution of any impact or effects bargaining as timely presented (within seven (7) calendar days of receipt of notice) by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXIV.
TERMINATION

Section 24.1 Termination in

This Agreement shall be effective beginning May 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 8th day of July 2025

VILLAGE OF HOMEWOOD:

**METROPOLITAN ALLIANCE OF
POLICE CHAPTER 621:**

Richard Hofeld, Village President
Village of Homewood

Keith George, President
Metropolitan Alliance of Police

Nakina Flores, Village Clerk
Village of Homewood

Donald Dean, President
Metropolitan Alliance of Police
Homewood Police Chapter #621

Denise McGrath, Chief of Police
Village of Homewood

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

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 622

Napoleon Haney
Village Manager

Don Dean – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Brian Beauchamp – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Kevin Radtke - Treasurer
Metropolitan Alliance of Police

Thomas Johnson
Deputy Chief of Police

Henry Renken - 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

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 622

Napoleon Haney
Village Manager

Don Dean – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Brian Beauchamp – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Kevin Radtke - Treasurer
Metropolitan Alliance of Police

Thomas Johnson
Deputy Chief of Police

Henry Renken - 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.

<u>Category</u>	<u>Option A</u>	
	<u>HSA Contribution</u>	<u>OOP Max</u>
Family	\$3,000	\$10,000

Single + 1	\$2,000	\$8,000
Single	\$1,000	\$4,000

<u>Category</u>	<u>Option B</u>	
	<u>HSA Contribution</u>	<u>OOP Max</u>
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.

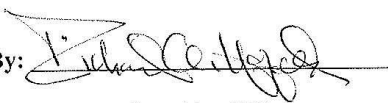
9. It is further agreed that, to the extent permitted by applicable law, employees represented by the Unions who are enrolled in a High Deductible PPO component and who are contractually entitled to contribute any accrued sick leave, vacation leave or compensatory time to their Retirement Health Savings Plan account shall have the option to alternatively make such authorized contributions to their Health Savings Accounts.

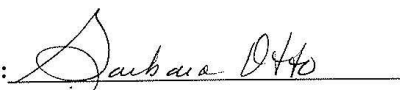
10. It is further agreed that the Unions shall withdraw their individual grievances and Grievance No. 51 390 00464 04 referenced above in paragraph 5, and will not file additional grievances based on the Plan changes referenced in paragraph 3.

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.

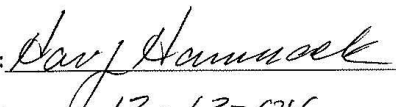
IN WITNESS WHEREOF, each of the parties, by their duly authorized representatives,
have signed this Grievance Settlement Agreement.

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**

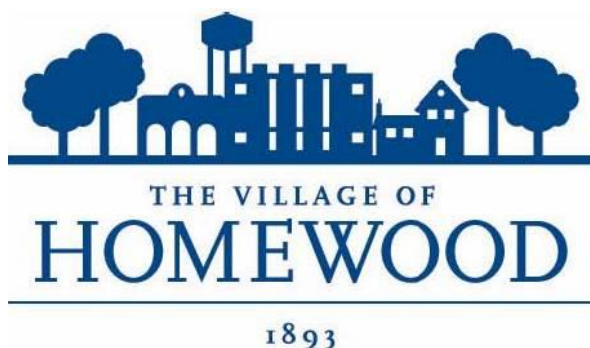
By: 
Date: 12-13-04

**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



**AGREEMENT
BETWEEN
VILLAGE OF HOMEWOOD
AND
METROPOLITAN ALLIANCE OF
POLICE CHAPTER 622
HOMEWOOD SERGEANTS**

August 1, 2023 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 equal to two (2) hours of straight time pay per sergeant per month, equalized over twenty-six (26) pay periods. 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 HOURS OF WORK AND OVERTIME

Section 5.1 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 5.2 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 5.3 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 5.4 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 unit 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 5.5 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 5.6 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 5.7 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 5.8 Call-Back Time

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 5.9 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 5.10 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 5.11 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 5.12 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 VI GRIEVANCE PROCEDURE

Section 6.1 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 6.2 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 6.3 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):

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.

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.

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.

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.

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 6.4 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 6.5 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 6.6 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 VII NO STRIKE – NO LOCKOUT

Section 7.1 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 7.2 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 7.3 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 7.4 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 VIII HOLIDAYS

Section 8.1 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 8.2 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 5.6 of this Agreement, to complete their regular work shift on a holiday as listed in Section 8.1 of this Agreement and still receive pay at the rate of two (2) times their regular pay rate for the compensatory time used.

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 8.3 Detective Holiday Pay

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

ARTICLE IX LAYOFF AND RECALL

Section 9.1 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 9.2 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 9.2.

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 X VACATIONS

Section 10.1 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 10.2 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 10.3 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:

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.

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.

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.

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.

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 10.4 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 XI SICK LEAVE

Section 11.1 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 (as defined in Section 11.2 below).

Section 11.2 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 11.3 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 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 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 11.5 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 11.6 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 11.7 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 11.8 Catastrophic Sick Leave Bank

Any sergeant may participate in the Catastrophic Sick Leave Bank policy attached as Appendix D on a voluntary basis.

Section 11.9 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.

Section 11.10 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 XII ADDITIONAL LEAVES OF ABSENCE

Section 12.1 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 12.2 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 12.3 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 12.4 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 12.5 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 12.6 Leave for Illness or Injury

In the event an 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 12.7 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 12.8 Temporary Light Duty

The Chief of Police or designee may, at his discretion, offer or assign temporary light duty work with a physician's approval to an sergeant if the Chief determines there is meaningful work to be performed, the sergeant is qualified to perform such light duty work and the sergeant is unable to perform full duty responsibilities (essential job functions) because of injury or disability (including medical conditions related to pregnancy or childbirth). Sergeants assigned to approved light duty after sustaining a work-related injury shall be assigned based on the following guidelines:

When released to do so and provided work is available, Sergeants normally will be scheduled to work a light duty work assignment Monday through Friday, with weekends and holidays scheduled off. While on temporary light duty status, Sergeants will normally be assigned to workday or afternoon shift when work is available on those shifts.

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 Sergeant at least forty-eight (48) hours in advance of a change of his scheduled workday while on light duty work assignment. Light duty work assignments are temporary in nature and the Village does not provide permanent light duty work assignments. A light duty work assignment request may be denied where a sergeant is not reasonably expected to return to their normal job within a reasonable period of time. There is nothing in this Section 12.8

that requires the Village to create temporary light duty work assignments where there is no need to have the work performed.

Section 12.9 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 12.10 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 12.11 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 XIII TUITION REFUND PROGRAM

Section 13.1 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 13.2 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 13.3 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 XIV WAGES

Section 14.1 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 14.2 Longevity Pay

All sergeants will receive longevity pay on the following schedule:

<u>Length of Continuous Service</u>	<u>Amount</u>
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 14.3 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 14.4 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. Can we incorporate the terms here or as a side letter?

Section 14.5 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 11.9 and 20.15 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 XV UNIFORM ALLOWANCE

Section 15.1 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 15.2 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 (\$1,000) annual uniform amount and needs additional uniform replacement, said replacement shall be at the sergeant's expense.

ARTICLE XVI INSURANCE

Section 16.1 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 16.2 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 16.3 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 16.4 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 16.5 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 16.6 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.

ARTICLE XVII 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 XVIII DISCIPLINE

Section 18.1 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 18.2 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 18.3 Disciplinary Action

Disciplinary action (i.e., oral, or written reprimand, suspension, or discharge) may be imposed upon a post-probationary sergeant only for just cause.

Section 18.4 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 18.5 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 XIX MISCELLANEOUS

Section 19.1 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 19.2 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 19.3 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 19.4 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 19.5 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.

- (a) **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.
- (b) **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."
- (c) **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 19.6 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 Side Letter at Appendix K.)

Section 19.7 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 19.8 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 19.9 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 19.10 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 19.11 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 XX 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 XXI 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, Article

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 in emergency situations, or upon seven (7) calendar days' notice to the Union, pending final resolution of any impact or effects bargaining as timely presented (within seven (7) calendar days of receipt of notice) by the Union, unless specifically provided otherwise in this Agreement.

ARTICLE XXII TERMINATION

This Agreement shall be effective beginning May 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 8th day of July 2025

VILLAGE OF HOMEWOOD

METROPOLITAN ALLIANCE OF POLICE CHAPTER 622

Richard Hofeld -- Village President
Village of Homewood

Keith George – President
Metropolitan Alliance of Police

Nakina Flores – Village Clerk
Village of Homewood

Steve Brandenburger – President
Metropolitan Alliance of Police, Chapter 622

Denise McGrath – Chief of Police
Village of Homewood

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
<i>Annual Increase</i>		<i>3.50%</i>	<i>3.50%</i>	<i>4.00%</i>
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

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 621

Napoleon Haney
Village Manager

Steven Brandenburger – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief 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

METROPOLITAN ALLIANCE OF
POLICE HOMEWOOD CHAPTER 621

Napoleon Haney
Village Manager

Steven Brandenburger – President
Metropolitan Alliance of Police

Denise McGrath
Chief of Police

Nathan Bruni – Vice President
Metropolitan Alliance of Police

Kelly Strayer
Deputy Chief of Police

Thomas Johnson
Deputy Chief 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 (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.



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Lease Extension and Modification Agreement - Homewood Arts Council

PURPOSE

The Village's current lease agreement with the Homewood Arts Council for use of the Homewood Auditorium located at 2010 Chestnut Road expired on June 30, 2025. Staff recommends the Board continue the agreement on a month-to-month basis by authorizing the Village President to enter into a Lease Extension and Modification Agreement with the Homewood Arts Council.

PROCESS

The Homewood Arts Council (HAC) has been an active and responsible tenant of the Homewood Auditorium, located at 2010 Chestnut Road, under the terms of the lease agreement originally executed on May 28, 2024. The agreement allowed the HAC to use the space—including the gymnasium, stage, and related rooms—for cultural programming and arts events, in alignment with their not-for-profit mission.

The lease required minimal rent (\$1 annually), and the Village has continued to provide utilities and maintenance support as outlined in the agreement. The HAC has upheld its obligations and has consistently demonstrated a strong commitment to community engagement through its programming.

As the Village prepares for the planned renovation of the auditorium in late fall to early winter 2025, staff recommends transitioning the HAC's occupancy to a month-to-month lease format beginning July 1, 2025. This flexible arrangement ensures the continued use of the facility by the Homewood Arts Council, while allowing the Village to adjust plans as renovation timelines are finalized.

OUTCOME

The month-to-month agreement will:

- continue under the same terms as the current lease;
- allow either party to terminate the lease with 30 days notice;
- support uninterrupted arts programming while aligning with future facility improvements.



FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to enter into a Lease Extension and Modification Agreement with the Homewood Arts Council for the Homewood Auditorium located at 2010 Chestnut Road on a month-to-month basis effective July 1, 2025, until renovation work necessitates termination or further adjustments.

ATTACHMENT(S)

- Ordinance
- Lease Agreement

ORDINANCE NO. M - 2363

**AN ORDINANCE AUTHORIZING AN AGREEMENT MODIFYING AND
EXTENDING THE LEASE FOR THE HOMEWOOD AUDITORIUM
BETWEEN THE VILLAGE OF HOMEWOOD AND THE HOMEWOOD ARTS
COUNCIL.**

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

WHEREAS, the Homewood Science Center was incorporated in 2018 as a not-for-profit corporation dedicated to celebrating the arts by bringing forward a cohesive community of all artists; and

WHEREAS, Section 11-76-1 of the Illinois Municipal Code (65 ILCS 5/11-76-1) authorizes a municipality to make leases of municipally-owned property for terms not exceeding 2 years in such manner as they may determine; and

WHEREAS, the Village has determined that it is in the best interests of the Village and its citizens to modify and extend the existing lease between the parties.

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

SECTION ONE – LEASE OF PROPERTY:

The Village President and Village Clerk are hereby authorized to execute the Lease Extension and Modification Agreement attached to this Ordinance as Exhibit A for the Property commonly known as the Homewood Auditorium, 2010 Chestnut Road, Homewood, Illinois.

SECTION TWO – USE OF THE PROPERTY:

Lessee shall use the Property exclusively for educational, recreational, and other public purposes.

SECTION THREE – AUTHORIZATION TO EXECUTE DOCUMENTS:

The Village President, Village Clerk, Village Attorney, and Village Manager may execute all documents necessary to complete the Lease authorized by this Ordinance.

SECTION FOUR – EFFECTIVE DATE:

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

PASSED AND approved this 8th day of July, 2025.

Village President

ATTEST:

Village Clerk

Ayes: ____

Nays: ____

Abstentions: ____

Absent: ____

LEASE EXTENSION AND MODIFICATION AGREEMENT FOR THE HOMEWOOD AUDITORIUM

This Month-to-Month Lease Agreement ("Agreement") is entered into this ____ day of _____, 2025, between the VILLAGE OF HOMEWOOD, an Illinois municipal corporation ("Lessor"), and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation ("Lessee").

RECITALS

WHEREAS, the parties previously entered into a lease agreement dated May 28, 2024, which expired on June 30, 2025; and

WHEREAS, the parties desire to continue the lease on a month-to-month basis under the same terms of the prior agreement except as modified herein.

AGREEMENT

1. Premises: Lessor hereby leases to Lessee, on a month-to-month basis, the portion of the building known as the "Homewood Auditorium" at 2010 Chestnut Road, Homewood, Illinois, including the lobby, gymnasium, stage, two locker rooms, and kitchen.

2. Term: The term of this Agreement shall begin on July 1, 2025, and continue on a month-to-month basis. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

3. Rent: Lessee shall pay to Lessor rent in the amount of One Dollar (\$1.00) per year, payable in advance.

4. Prior Terms Incorporated: All terms of the original lease agreement dated May 28, 2024, attached as Exhibit A to this Agreement, remain in full force and are incorporated by reference, except for the following:

- (a) Paragraph 3 is modified to reflect the month-to-month term recited above;
- (b) Paragraph 23 "Option to Renew" is deleted.

5. Entire Agreement: This Agreement is the entire understanding between the parties and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Village of Homewood, Lessor

By: _____

Title: _____

Date: _____

Homewood Arts Council, Lessee

By: _____

Title: _____

Date: _____

EXHIBIT A – 2024 Lease Agreement

LEASE OF THE HOMEWOOD AUDITORIUM
2010 CHESTNUT ROAD HOMEWOOD, ILLINOIS

This Lease Agreement is made this 28th day of May, 2024 between the VILLAGE OF HOMEWOOD, a municipal corporation, as Lessor and the HOMEWOOD ARTS COUNCIL, an Illinois not-for-profit corporation, as Lessee. The terms of this Lease Agreement are:

1. PREMISES. Lessor for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by Lessee, does hereby lease to Lessee the premises in the Village of Homewood, County of Cook, State of Illinois, described as follows:

that portion of the building located at 2010 Chestnut Street, Homewood, Illinois, known as the "Homewood Auditorium," which shall include: the lobby, the gymnasium, the stage, two locker rooms, and the kitchen.

2. USE OF PREMISES. Lessee shall use the premises to conduct performing arts, cultural, and other Homewood Arts Council programs consistent with its not-for-profit mission.

3. TERM OF RENEWAL. The lease term is from July 1, 2024 through June 30, 2025, provided, however, that either party may terminate this lease with or without cause, upon sixty (60) days written notice.

4. RENTAL. Lessee, in consideration of this Lease Agreement, covenants and agrees to pay Lessor as rent for the Leased Premises the sum of One Dollar (\$1) per year, payable in advance upon execution hereof.

5. LESSOR'S USE OF THE LEASED PREMISES. Lessor shall be allowed use of the Leased Premises during such periods of time that Lessee does not have scheduled activities. Such use shall not otherwise interfere with the use of the Leased Premises by Lessee. Lessee shall have responsibility for security and supervision of the Leased Premises unless the Leased Premises are used by the Lessor. Lessor may also continue to store records in the Leased Premises in the same amount and at the same location as presently utilized by Lessor.

6. LANDSCAPE MAINTENANCE AND SNOW REMOVAL. Lessor shall maintain the landscaped area immediately surrounding the Leased Premises at Lessor's expense. Lessor will also remove snow around the Leased Premises under Lessor's snow removal schedule.

7. **ASIGNMENT AND SUBLETTING.** Lessee shall not sublet the premises without the Lessor's prior written consent. All sublease agreements in force as of July 25, 2023 are attached as Exhibit A and are hereby approved.

8. **MANDATORY REPORTING.** Lessee shall provide the Lessor with the following information within thirty (30) days of execution of this lease:

- a. a copy of the organization's Articles of Incorporation;
- b. a copy of the organization's Bylaws;
- c. a list of the organization's Board Members/Directors with contact information;
- d. a copy of the organization's federal tax return (IRS Form 990 or 990-EZ);
- e. a copy of the organization's most recent Illinois Charitable Organization Annual Report (Form AG990-IL).

Every six months, the Lessee shall submit a written summary to Lessor with the following information about the premises for the previous six months: (1) How have the premises been used? (2) How much revenue has Lessee received from its use of the premises? (3) How has the Lessee used this revenue to advance its mission withing the local community? (4) Any other information the Lessee believes to be relevant.

FOR MEETINGS. Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct a public meeting because Lessor anticipates that the audience turnout will exceed the space available at Lessor's regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

9. **USE OF VILLAGE PARKING LOTS.** Parties using the Leased Premises with Lessee's permission may utilize public parking areas within Lessor's Village Hall parking lots. However, such users shall not use parking spaces clearly marked and allocated for specific parties or uses.

10. **LESSOR'S USE OF LEASED PREMISES FOR MEETINGS.** Lessor reserves the right to preempt Lessee's use of the Leased Premises if the Lessor determines it needs the Auditorium space to conduct public meetings and town hall meetings because Lessor anticipates that the audience turnout will exceed the space available at Lessor's

regular meeting location. This provision shall apply to Lessor's Village Board or any of Lessor's commissions or committees. Lessor shall attempt to give Lessee five (5) days advance written notice of any such meeting under the notice provisions of this Lease but shall not be obligated to do so. In any case, Lessor shall give at least twenty-four (24) hours' notice of such preemption. If such preemption occurs, Lessee's planned program for that period shall be continued, canceled or held elsewhere. Any use by Lessor or its commissions or committees under this provision shall be without charge to Lessor. Lessor shall be responsible for the supervision and security of the Leased Premises during such use by Lessor. Lessee is to have responsibility for security of the Leased Premises at all other times.

11. **INSURANCE AND INDEMNIFICATION.** Lessee shall maintain in full force and effect during the term of this Lease the following coverage:

(a) Commercial General Liability insurance, bodily injury and property damage combined single limit per occurrence in an amount of not less than \$1,000,000 with a \$2,000,000 aggregate. Lessor, its officials, officers and employees shall be named as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26) signed by a person authorized by the insurer to bind coverage on its behalf.

(b) Fire Legal Liability Insurance in an amount to provide for the repair or replacement of the Leased Premises in the event such a loss is caused by Lessee or one or more of Lessee's users.

(c) Lessee agrees to protect, defend, indemnify, and save harmless Lessor, Lessor's elected public officials, officers, and employees from all claims and liabilities, including but not limited to personal injury, wrongful death, and property damage which may arise out of Lessee's use of the said premises under this Lease Agreement, unless caused by the sole negligence of Lessor.

Lessor shall continue to insure the Leased Premises for fire damage not the result of Lessee's use of the premises. Lessor agrees to maintain such coverage if it may be obtained through Lessor's current fire insurance program, and so long as Lessor determines that the cost of such insurance is acceptable to Lessor. Should Lessor elect to terminate such insurance, it will give Lessee sixty (60) days written notice of its intention to do so.

12. **USER'S RESPONSIBILITY.** Before accepting a reservation, Lessee shall obtain from the applicant a signed statement indicating that the applicant assumes responsibility resulting from loss or damage to the Leased Premises and to the applicant's property and agreeing to cooperate with Lessee in complying with all rules and regulations pertaining to using the Leased Premises.

13. **SMOKING AND USE OF INTOXICATING LIQUOR.** Lessee shall prohibit smoking in the Auditorium. Lessee shall not allow the sale, distribution, or consumption of alcoholic beverages on the Leased Premises without first obtaining consent of the Local Liquor Commissioner and a Special Event liquor license. Lessee agrees to defend, save harmless and indemnify Lessor, its elected officials, officers, and employees in connection with any claims arising from the sale or distribution of alcoholic beverages within the leased property.

14. **PERSONAL PROPERTY.** Personal property, such as tables, chairs, kitchen equipment, etc. in the Leased Premises shall remain Lessor's property but shall continue to be located at the Leased Premises and may be utilized by Lessee. However, Lessor may use such tables and chairs for other facilities or outdoor functions. When such need arises, Lessor will coordinate its use with Lessee and, when possible, shall give seven (7) days' notice to Lessee of Lessor's intent.

15. **PAYMENT OF UTILITY EXPENSES.** Lessor shall be responsible for and shall pay the cost of gas, electric, and heat for the Leased Premises. Lessor shall provide and pay scavenger service costs. Lessee may deposit refuse in the dumpster in the rear of the Leased Premises used for Lessor's scavenger service.

16. **REPAIRS AND MAINTENANCE.** Lessee shall keep the premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all at its own expense, and shall yield the same back to Lessor upon the lease termination, in the same condition of cleanliness, repair, and sightliness as at the date of the execution thereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon the premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the premises at its own expense. If, however, the premises shall not be kept in good repair and in a clean, sightly, and healthy condition by Lessee, Lessor may enter the same, itself or by its agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness, and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, besides the rent hereby reserved, Lessor's expenses in replacing the premises in that condition. Lessee shall not cause or permit any waste, misuse, or neglect of the water, or of the water, gas or electric fixtures. Lessee shall furnish janitorial service for the Leased Premises at Lessee's expense.

17. **PAINTING, ADDITIONS REQUIRE LESSOR'S APPROVAL.** Except as herein approved, Lessee shall not do any painting or decorating, or erect any partitions, make any alterations in or any additions or changes to the premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such replacements and alterations shall be performed at Lessee's cost.

Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the premises, remove from the premises and the building all such alterations, improvements and changes installed in the premises by Lessee and restore the premises to the condition existing before such alterations, improvements or changes. If Lessee does not remove said additions, decorations, fixtures, hardware, non-trade fixtures and improvements after requested to do so by Lessor, Lessor may remove the same and restore the premises and Lessee shall pay the cost of such removal and restoration to Lessor upon demand. Lessee agrees to protect, defend, and indemnify and save harmless Lessor, its agents and employees, from any and all liabilities of every kind and description which may arise out of or be connected in any way with said replacements, alterations or additions. Any mechanic's lien filed against the premises for which notice is received by either Lessor or Lessee for work claimed to have been furnished to Lessee shall be released and discharged of record by Lessee within ten (10) days after such filing or receipt, whichever is applicable, at Lessee's expense. Upon completing any replacements, alterations, or additions, Lessee shall furnish Lessor with contractor's affidavits and full and final Waivers of Lien and receipted bills covering all labor and materials expended and used. All replacements, alterations and additions shall comply with all insurance requirements and with applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in good and workmanlike manner and only good grades of materials shall be used.

18. **RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES).** Lessee shall not attach, affix, or exhibit or permit to be attached, affixed or exhibited, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the premises, or upon the appurtenances thereto, without in each case the written consent of Lessor first had and obtained; and shall not commit or suffer any waste in or about the premises; and shall make no changes or alterations in the premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of Lessor; and if Lessee shall affix additional locks or bolts on doors or window, or shall place in the premises lighting fixtures or any fixtures of any kind, without the consent of Lessor first had and obtained, such locks, bolts and fixtures shall remain for the benefit of Lessor, and without expense of removal or maintenance to Lessor, Lessor shall have the privilege of retaining the same if it desires. If it does not desire the same, it may remove and store the same, and Lessee agrees to pay the expense of removal and storage thereof. This paragraph shall not, however, apply to Lessee's equipment and movable furniture. Lessee during the term of this Lease shall furnish Lessor with keys to the Leased Premises.

19. **LESSEE NOT TO MISUSE.** Lessee will permit no unlawful or immoral practice, with or without Lessee's knowledge or consent, to be committed or carried on in the

premises by any person. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the premises for any purpose that will injure the reputation of the premises or of the building of which they are a part.

20. **CONDITION ON POSSESSION.** Lessee has examined and knows the condition of the premises and has received the same in good order and repair and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the premises, have been made by Lessor or his agent before or at the execution of this Lease that are not herein expressed.

21. **NON-LIABILITY OF LESSOR.** Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to Lessee or Lessee's property occasioned by the failure of Lessor to keep the premises in repair, and shall not be liable for any injury done by wind or by or from any defect of plumbing, electric wiring or of insulation thereon, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the premises or the building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said premises are under the control of Lessee, nor for any such damage or injury occasioned by water, snow or ice being upon or coming through the roof, skylight, trap-door, stairs, walks or any other place upon or near the premises, or otherwise, nor for any such damage or injury done or occasioned by the falling of any fixture, plaster or stucco, or for any damage or injury arising from any act, omission or negligence of other persons, occupants of the same building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property, or of Lessor's agents or Lessor itself, all claims for any such damage or injury being expressly waived by Lessee.

22. **FIRE AND CASUALTY.** If the Premises shall be rendered untenable by fire, explosion or other casualty, Lessor may, at its option, terminate this Lease or repair the Premises. If Lessor elects to repair the Premises it shall give written notice of that decision to Lessee no later than ninety (90) days from the incident which rendered the Premises untenable, and Lessor shall proceed with such repairs as promptly as reasonably possible. Should Lessor elect not to repair or rebuild the Premises, then the term created shall cease and terminate. However, the insurance and Indemnification requirements of this Lease shall not terminate and shall continue in effect for any claims made against Lessor arising during the lease term of this Lease Agreement.

23. **OPTION TO RENEW.** Should Lessee wish to renew this Lease, it shall give written notice to Lessor no later than sixty (60) days before the end of the Lease Term. At that time, Lessor shall be free to renew this Lease or to decline to do so. Any Lease renewal shall be subject to negotiation and agreement by the parties as to the terms of any such renewal.

24. **TERMINATION; HOLDING OVER.** At the termination of the term of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will return the keys therefor to Lessor. If Lessee retains possession of the premises or any part thereof after the termination of the term by lapse of time or otherwise, then a tenancy at sufferance shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. This paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this Lease for a breach of the covenants herein.

25. **LESSOR'S REMEDIES.** If Lessee shall abandon the premises or if the breach of any covenant in this Lease occurs, Lessee's right to the possession of the premises shall terminate with or (to the extent permitted by law) with no notice or demand, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of the premises; and if the Lessor so elects, but not otherwise, and with or without notice of such election or any notice or demand, this lease shall terminate, and upon the termination or Lessee's right of possession, as aforesaid, whether this Lease be terminated or not, Lessee agrees to surrender possession of the premises immediately, without receiving any demand, notice to quit or demand for possession of the premises, and grants to Lessor full and free license to enter into and upon the premises or any part thereof, to take possession thereof with or (to the extent permitted by law) without process of law, and to expel and to remove Lessee or any other person who may be occupying the premises or any part thereof, and Lessor may use such force in and about expelling and removing Lessee and other persons as may reasonably be necessary, and Lessor may re-possess itself of the premises, but such entry of the premises shall not constitute a trespass or forcible entry or detainer, nor a waiver of any covenant, agreement or promise in this Lease contained, to be performed by Lessee. Lessee waives all notice of any election made by Lessor, notice to quit, demand for possession, and any and all notices and demands, of any and every nature, which may or shall be required by any. Statute of this state relating to forcible entry and detainer, or to landlord and tenant, or any other statute, or by the common law, during the terms of this Lease or any extension thereof.

26. **COSTS AND FEES.** Lessee shall pay upon demand all Lessor's costs,, charges and expenses, including fees of attorneys, agents and others retained by Lessor, incurred in enforcing the obligations of Lessee under this Lease or in any litigation,

negotiation or transaction in which Lessor shall, without Lessor's fault, become involved through or because of this Lease.

27. **NOTICES.** Notices may be served on either party, at the respective addresses given at the beginning of this Lease, either (a) by delivering or causing to be delivered a written copy thereof, or (b) by sending a written copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor or Lessee at said respective addresses in which event the notice shall be deemed to have been served when the copy is mailed.

28. **AUTHORITY TO EXECUTE.** Lessor and Lessee represent that they have followed the appropriate statutory procedure and are authorized to execute this Lease by their respective officers.

Agreed as of the date first written above.

Homewood Arts Council
an Illinois not-for-profit corporation

Village of Homewood
an Illinois municipal corporation

By:

By:


Richard A. Hofeld
Village President

Print Name: C4!L7 STorHt(L LA-\$Tlt-t1l fOA-

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Exhibit A
Sublease Agreement

Special Use Agreement

This Special Use Agreement ("Agreement") is entered into between Homewood Arts Council ("Licensor") and Wrestle League LLC ("Licensee") for use of the Homewood Auditorium, located at 2010 Chestnut Road, Homewood, Illinois ("Facility") pursuant to the following terms and conditions.

- I. Duration. Licensee is permitted access and use of the Facility on scheduled dates (see "Exhibit C"). Licensee will not be permitted access to the Facility before Load In unless an advanced request is made to HAC. Licensee shall completely vacate and surrender possession of the Facility to Licensor no later than the scheduled Load Out.
2. Capacity. The maximum capacity for the main floor of the Facility is 250. The maximum capacity for the grandstand seating is 300. Licensee shall not allow the capacity of the Facility to exceed these maximums during its use.
3. Rates and Fees. Licensee shall pay \$40 per hour, or \$500.00 per day (9:00 a.m. to 10:00 p.m.), to use the Facility. For ticketed events sponsored by the Licensee, an Event Fee of \$150.00 will be added to the total sum (Sum of Hourly Rate + Event Fee) for events with an overall attendance of 25% (138 attendees or more). An Event Fee of \$250.00 will be added to the total sum for events with an overall attendance of 50% (276 attendees or more) of the Facility's maximum capacity (550 attendees). Event staff should be factored into the Licensee's attendance total to maintain capacity compliance.
4. Payment. Payment may be made by check, credit or debit card, or through Zelle to "Homewood Arts Council."
5. Security Deposit. For reservations made 30 days or more, a 50% deposit, or \$_____ is required to reserve the Facility. Licensee may cancel its reservation more than 14 days from the Event Date without penalty, and Licensor shall fully refund 100% of the reservation deposit paid by Licensee. If Licensee cancels its reservation on or within 14 days of the Event Date, Licensee shall only be entitled to a refund of 50% of its reservation deposit. Licensor reserves the right to cancel a reservation and return the reservation deposit if Licensee makes any material misrepresentation to Licensor.
6. Condition of Facility. Licensee shall surrender the Facility to Licensor in substantially the same condition as it received the Facility and shall be liable for any damage to the Facility occurring during Licensee's use of the Facility. On or before the End Time, Licensee shall: (a) remove all garbage, items and other debris from the Facility; (b) wipe clean all surfaces where liquid has spilled, including Facility seats, floor and stage; and (c) return tables, chairs and other items to their original storage area. Licensee shall not create holes (by nail or otherwise) on any Facility wall or ceiling. Licensee will be charged \$50.00 in the event garbage or other items left at the Facility past the End Time.

A \$35.00 custodial fee towards bathroom supplies is required per scheduled event.

Optional---cleaning of the grand stand, lobby and main floor bathrooms is an available service which the Licensee may request. This service is available for \$200.00 and can be scheduled within a 5-day window of the scheduled event date.

7. Damage Fee. If the Facility sustains damage during Licensee's use, or Licensee fails to vacate and surrender the Facility in substantially the same condition as Licensee received the Facility, a Damage Fee of \$5,000 shall be paid by the Licensee to the Licensor to repair such damage or to return the Facility to the condition it was in prior to Licensee's use. Licensor and the Village of Homewood will assess the cost of the damage and apply the \$5,000 balance towards repair costs. If repair costs fall under the \$5,000 balance, remaining funds will be returned to the Licensee. In the event the cost to repair damage to the Facility exceeds \$5,000, Licensee shall be obligated to pay the difference and all amounts necessary to repair the Facility and return it to the condition it was in prior to Licensee's use. Licensee expressly agrees to be liable for any cost incurred by Licensor or the Village of Homewood relating to repairs or to returning the Facility to the condition it was in prior to Licensee's use.
8. Smoking. The Facility is a non-smoking facility. In the event smoking occurs inside the Facility during Licensee's use, Licensee shall be obligated to pay a \$500 penalty fee.
9. Priority. Licensor and the Village of Homewood ("Village") have priority use of the Facility. Licensor may cancel any reservation made pursuant to this Agreement to allow use of the Facility by the Licensor or the Village. In such event, the Licensor shall refund any deposit paid by Licensee or assist Licensee with rescheduling said reservation.
10. Amenities. Licensee may enjoy the use of the Facility's main level bathrooms, water fountains, basement, stage, grandstand seats, basketball court, folding chairs and available cleaning supplies on the Event Date from the Start Time until the End Time.
11. Food and Beverage. Licensee shall not be permitted to bring food or beverage to the Facility without first completing the following process.
 - Food vendors must provide a Certificate of Liability Insurance and be approved by Cook County Department of Public Health and any other CCDPH requirements needed.
 - Alcohol vendors must acquire all required State and Village approvals to sell beer and/or wine. Upon receipt of application, Village will issue approval letter from Homewood Liquor Commissioner.
 - All Food Vendors must submit Cook County Department of Public Health Forms and be approved.
 - Food vendors need to complete the Cook County Department of Public Health Application for "temporary food vendor permit. *See below the link to Cook County's Temporary Food Permit Application. Please complete this application if you are serving any food (pre-packaged or freshly made).*
 - Once you complete the application and have completed all of the required documents that accompany the application, please send the documents to Cook County
 ENVIRONMENTAL HEALTH SERVICES
 10220 S. 76th Avenue, Room 250

Bridgeview, IL 60455
 (708) 974-7107 phone
 (708) 974-7120 fax

- COOK COUNTY DEPARTMENT OF PUBLIC HEALTH
(cookcountypublichealth.org)
- Cook County - Final Approvals should be emailed to Chris Castaneda at
haccastaneda60430@gmail.com.

12. Alcohol. Licensee shall not engage in the sale or distribution of alcohol at the Facility without proper permitting and approval by the Village of Homewood. Events held at the Homewood Auditorium that include the sale of alcohol by an outside vendor are limited to Village of Homewood liquor licensees (businesses that currently have a Homewood liquor license). The vendor must obtain a letter of approval from the Village of Homewood to sell off-site (at the auditorium). The vendor will also need a State of Illinois Special Use Permit Liquor License, and provide a liquor liability insurance certificate specific to the event.

If events held at the Homewood auditorium feature the sale of alcohol by the Homewood Arts Council or other Homewood non-profits, the non-profit must obtain a Class 6 Liquor License from the Village of Homewood, a State of Illinois Special Event Retailer's Liquor License (not-for-profit), and provide a liquor liability insurance certificate specific to the event. Licensee takes all responsibility for the sale or distribution of alcohol during its use of the Facility and agrees to indemnify and hold Licensor and the Village, and their respective successors, assigns, employees, directors, officers and agents, harmless against any and all claims arising out of the sale or distribution of alcohol at the Facility during the Licensee's use of the Facility. No alcohol can be sold, served or distributed by the HAC unless the applicable conditions above are met.

13. Event Security. Licensor may, in its sole discretion, require Licensee to obtain event security and to furnish proof of having obtained such security to Licensor. Failure to obtain event security and furnish proof of same upon Licensor's request shall result in a complete forfeiture of any reservation deposit paid by Licensee.
14. Conduct. Licensee shall not permit any unlawful conduct at the Facility and agrees to comply with all applicable laws, ordinances and regulations while using the Facility.

Failure to comply will result in the Licensee being flagged as NOT GOOD STANDING for future rental requests with the Licensor or the Village.

15. Indemnification. Licensee agrees to indemnify and hold Licensor and the Village, and their respective successors, assigns, employees, directors, officers and agents, harmless against any and all claims of any nature whatsoever relating to or arising out of Licensee's use of the Facility.
16. Attorney's Fees. Licensor shall be entitled to recover its reasonable attorneys' fees and costs incurred to enforce this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to Licensee's use of the Facility on the Event Date. By signing below, Licensee acknowledges that it has read and understands the terms of this Agreement and agrees to be bound thereby.

LICENSEE:

Wrestle League LLC



Name: Alexander Horist

Title: owner

Date: 0412s12024

Email: wrestleleaguellc@gmail.com

LICENSOR:

Homewood Arts Council



Name: Christopher Castaneda

Title: President and Director

Date: April 29, 2024

Email: haccastaneda6043O@gmail.com

Special Note

Please have all Food and Liquor materials submitted 2 weeks prior to scheduled event.

Event Fee to be determined after each scheduled event when attendance total is tallied. Payment to Homewood Arts Council will be due 5-days after each scheduled event.

\$40 hourly rate x 3 Hours= \$120

Custodial Fee = \$35

Event Fee= TBD

VILLAGE OF HOMEWOOD GUIDELINES FOR THIRD PARTY USAGE

(a) Commercial General Liability Insurance:

Maintain coverage with bodily injury and property damage combined single limit per occurrence not less than \$1,000,000, with a \$2,000,000 aggregate. Name the Village of Homewood, its officials, officers, and employees as additional insured on a primary and non-contributory basis by original endorsement (CG 20 26), signed by an authorized insurer representative. Provide the Village of Homewood with a certificate of insurance indicating such limits and terms.

(b) Fire Legal Liability Insurance:

Provide coverage in an amount sufficient for the repair or replacement of the Leased Premises in the event of loss caused by sublessee or sublessee's users.

(c) Indemnification Clause:

Sublessee agrees to protect, defend, indemnify, and save harmless the Village of Homewood, the Village's elected public officials, officers, and employees from all claims and liabilities arising out of sublessee's use.

(d) Description of Activities:

Provide a detailed description of the activities involving people participating in the events/programming. This should include the nature of the events, the type of programming, and any other relevant details that help us understand the scope of the proposed activities.

(e) Specific Dates of Activities:

Clearly outline the specific dates of the proposed activities within the sublease agreement. This will allow for better coordination and scheduling of shared spaces within the Auditorium and the proper public safety officials aware of the Auditorium's use.

(f) Flexible Date Language:

Include language that permits changes to the specified dates with seven days' notice to the Village. This flexibility is essential for accommodating unforeseen circumstances or adjustments in the schedule.

Exhibit A
(See Attached)

Exhibit B

Wrestle League LLC provides live wrestling entertainment. Show day schedule and amenities are as follows:

Wrestle League provides a 18x18 foot wrestling ring that will be set up two hours prior to show time. Performers arrive and will use the stage and surrounding areas to prepare. Wrestle League ensures that one of its staff is certified in first aid and will possess all the necessary first aid equipment in case of an injury. Wrestle League will utilize the auditorium sound system throughout the event. Wrestle League handles their own ticketing process and will disclose totals to the village after the event. Typical Wrestle League productions last between 2 or 3 hours and are responsible for the hourly rate of the auditorium. The shows consist of roughly 6-10 "matches" where competitors will perform wrestling techniques that have been trained and perfected by our performers. Unless otherwise discussed shows will run 7pm-10pm. Wrestle League staff is dedicated to maintaining a clean environment and will set up, break down and sweep the auditorium floor prior to leaving.

Exhibit C

Proposed Dates:

May 25, 2024

Load In: 4:00pm

Event Start: 7:00pm

Event End: 10:00pm

Load Out By: 11 :00pm



BOARD AGENDA MEMORANDUM

DATE OF MEETING: July 8, 2025

To: Village President and Board of Trustees

Through: Napoleon Haney, Village Manager

From: Terence Acquah, Assistant Village Manager

Topic: Lease Renewal Letter Agreement for T-Mobile Cell Tower

PURPOSE

Leasing water tower space to private telecommunications companies offers the Village an opportunity to generate revenue, enhance public services, and support the digital needs of our residents. Utilizing existing water towers for telecommunications infrastructure is often preferable to constructing new standalone cell towers, reducing environmental disruption and land use concerns.

T-Mobile currently has a lease agreement with the Village for telecommunications equipment located at 18355 Pierce Avenue, commonly referred to as the Landscape and Maintenance water tower. They have formally notified the Village of their intent to renew the lease agreement for an additional five-year term effective December 9, 2025. This renewal requires Board approval.

PROCESS

The original lease agreement between the Village of Homewood and VoiceStream GSM I Operating Company, LLC (now operating as T-Mobile), was executed on November 8, 2005. The agreement provided an initial 10-year term with three (3) optional five-year extensions, subject to mutual agreement and notice provisions.

Under the terms of the agreement:

- T-Mobile leases a 10' x 20' ground space and antenna mounting space on the water tower.
- the site supports wireless communications operations, including six antennas and related transmission equipment.
- T-Mobile is responsible for maintaining its equipment, complying with all local, state, and federal regulations, and reimbursing the Village for any tax impacts directly related to its use.
- rent payments began at \$31,000 annually with a 3% annual escalator, and have increased accordingly each year since its commencement. Annual rent beginning December 9, 2025 will be \$61,553.97 and will increase 3% each year for the next five years.



The site has not presented any operational issues and T-Mobile has maintained all required insurance, permits, and compliance obligations throughout the term of their lease. This renewal will represent the final of three (3) five-year extensions authorized under the original lease.

OUTCOME

T-Mobile's timely notice allows for uninterrupted use of the site and continued rental income to the Village.

FINANCIAL IMPACT

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

LEGAL REVIEW

Completed

RECOMMENDED BOARD ACTION

Pass an ordinance authorizing the Village President to extend the lease agreement with T-Mobile for cell tower space at 18355 Pierce Avenue for an additional five (5) years.

ATTACHMENT(S)

- Ordinance
- Lease Extension Letter
- Original Contract

ORDINANCE M-2364

AN ORDINANCE APPROVING THE THIRD FIVE-YEAR EXTENSION OF THE LEASE AGREEMENT BETWEEN THE VILLAGE OF HOMEWOOD AS LESSOR AND T-MOBILE CENTRAL LLC AS LESSEE

WHEREAS, the Village of Homewood entered into a lease agreement on November 8, 2005 whereby the Village leased certain property it owned to Voicestream GSM 1 Operating Company, LLC (now known as T-Mobile Central LLC). as Lessee; and

WHEREAS, the original lease agreement provided for an initial 10-year term and granted the lessee options for three additional 5-year terms; and

WHEREAS, the Lessee has notified the Village that it intends to exercise its option for the final 5-year term; and

WHEREAS, the Village is willing to approve that request in the form attached as Exhibit A.

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

SECTION ONE - APPROVAL OF AGREEMENT:

The Village consents to extending the lease for an additional five year term.

SECTION TWO - AUTHORITY TO EXECUTE:

The Village President and the Village Clerk are authorized to sign the attached Lease Renewal Letter.

SECTION THREE - EFFECTIVE DATE:

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

PASSED and APPROVED this 8th day of July, 2025.

Village President

ATTEST:

Village Clerk

EXHIBIT A – Lease Renewal Letter



Toll Free: (877) 373-0093

PropertyManagement@T-Mobile.com

Date: May 30, 2025

Sent Via UPS Tracking: 1Z7VY6121391959535

Village of Homewood

Attn: Village Manager

2020 Chestnut Rd., Homewood, Illinois, 60430

With Copy:

Sent Via UPS Tracking: 1Z7VY6121394968547

Walter D. Cummings, Village Attorney

18027 Harwood Ave, Homewood, Illinois, 60430

Re: Lease Renewal Letter – Site Lease Agreement dated 11/08/2005, as amended

Site Address: 18355 Pierce Ave, Homewood, IL 60430

Tenant: T-Mobile Central LLC (T-Mobile)

T-Mobile Site No.: CH48639A

T-Mobile Lease No.: 85431

To Whom It May Concern:

This letter shall serve as T-Mobiles notice to renew the agreement for another term, effective 12/09/2025.

T-Mobile appreciates the opportunity to continue leasing space from you.

Please have an authorized representative execute the bottom of this letter as an acknowledgment and consent of the term renewal and return one copy to the address below or via email PropertyManagement@T-Mobile.com.

To process any further requests in a timely manner please include the Site number on all communications. The Site number can be found on all T-Mobile correspondence. Should you have any questions or comments, Property Management can be contacted via email or telephone as noted above.

Sincerely,

Brandi Lehman

T-Mobile Network Real Estate

ACKNOWLEDGED BY VILLAGE OF HOMEWOOD

By: _____

Name: _____

Title: _____

Date: _____



Attn: Lease Compliance, 12920 SE 38th Street, Bellevue, WA 98006

www.t-mobile.com

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this 8th day of November 2005, between VOICESTREAM GSM I OPERATING COMPANY, LLC., a Limited Liability Company dually organized and existing under the laws of the State of Delaware ("Lessee"), and the VILLAGE OF HOMEWOOD, an Illinois municipal corporation ("Lessor").

In consideration of the mutual covenants contained herein and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Lessor is the owner of a parcel of land (the "Land") and the Water Tank ("Water Tank") which is located on said Land, as described in Exhibit "A" attached hereto. Subject to the terms and conditions contained in this Agreement, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain space measuring 10' by 20' (200 square feet) on a portion of the Land ("the Ground Space") and certain space on the Water Tank (the "Tower Space"), (the Ground Space and the Tower Space shall hereinafter be referred to as the "Premises"), all as more particularly described in Exhibit "B" attached hereto. The term "Premises" does not include "Lessee Facilities" which are personal property and which are defined in Paragraph 6 hereof.

2. Non-Exclusive Use by Lessee. The Premises may be used by Lessee for any lawful activity in connection with Lessee's provision of wireless communications services, including without limitation, the transmission and the receipt of radio communication signals on various frequencies, and for the construction, installation, removal, replacement, modification, maintenance and operation of necessary facilities consisting of six (6) antennas mounted on the Tower Space, a concealing shield, radio equipment, and cabling required to connect Lessee's equipment and antennas to the Tower Space. Lessor agrees to reasonably cooperate with Lessee, at Lessee's expense, in making application for obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee shall begin to apply for all licenses, permits and any and all necessary approvals that may be required for Lessee's intended use of the Premises upon execution of this Lease Agreement by Lessor.

3. Tests and Construction. Following Lessee's declaration of the Commencement Date (as hereinafter defined) Lessee shall have the right to enter upon the Land for the purpose of constructing the Lessee Facilities (as defined in Paragraph 6 (a) below) and installing the Site Equipment (as defined in Paragraph 6 (b) below) (collectively "Construction"), upon the provision of not less than forty-eight (48) hours advance notice to Lessor. Prior to entering the Land for any reason whatsoever, Lessee will provide Lessor with a certificate of insurance naming Lessor, its elected and appointed officials, officers and employees as additional insured parties. Lessee will notify Lessor at least forty-eight (48) hours in advance of any proposed Construction to be performed by Lessee, will coordinate the scheduling of same with Lessor, and will cooperate with Lessor so as to minimize any interference with the business operations currently conducted by Lessor on the Land. Following Lessee's construction of its Facilities on the Premises, and except in the case of an emergency (in which case Lessee may access its Facilities on the Water Tank upon two (2) hours' notice to Lessor), Lessee agrees to notify Lessor at least forty-eight (48) hours prior to Lessee performing any work in connections with Lessee's Facilities installed on the Water Tank. Notwithstanding the foregoing, or anything to the contrary contained elsewhere in this

Lease Agreement, it is understood and agreed that Lessee shall have free and unrestricted access at all times to its equipment located on the Ground Space.

4. Term. The term ("Term") of this Agreement shall be ten (10) years commencing on the earlier of the date upon which Lessee notifies Lessor that Lessee has received the last of the necessary environmental studies and reports and local, state and federal approvals, licenses and permits so as to permit construction (such approvals, licenses and permits hereinafter collectively called the "Approvals"), and is prepared to commence construction (Hereafter, the "Commencement Date", or three (3) months from the date this Lease Agreement is executed by the parties whichever first occurs, provided that Lessee may notify Lessor of its intention to terminate this Agreement before the Commencement Date. The Term shall expire at midnight on the day before the tenth (10th) anniversary of the Commencement Date. The Term of this Agreement may be extended for up to three (3) additional periods of five (5) years each (the "Extended Terms"), provided that neither party has elected to terminate the Agreement at the end of the Term by giving written notice to the other party at least six (6) months prior to the expiration of the original Term. The parties' agreement to extend the Term shall be in writing, and shall be under all of the terms and provisions of the Agreement, except that the Rent payable by Lessee to Lessor during the Extended Terms shall be as set forth on the attached Schedule 1. The word "Term" as used in this Agreement shall be deemed to include the Extended Terms when and as renewal occurs. Lessee shall not begin commercial operation of the Lessee Facilities until Lessee first gives notice to Lessor that Lessee's prepared to do so. At that time, Lessor and Lessee agree to execute a document evidencing such Commencement Date.

5. Rent.

(a) Upon the Commencement Date, Lessee shall remit a lump sum payment to Lessor in the amount of Thirty One Thousand and 00/100 Dollars (\$31,000), it being understood and agreed that such payment represents Rent for the first twelve (12) months of the Term. Thereafter, Lessee shall remit yearly rental payments as provided in Schedule "A" attached hereto and made a part hereof, at the address set forth above, on or before the fifth (5) day of each calendar year in advance or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any due date. For so long as this Lease Agreement is in full force and effect, the amount of the Rent payable by Lessee to Lessor shall be increased on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent that was in effect for the preceding year.

All payments of Rent shall be made to Lessor at: Village of Homewood, Attention: Village Manager, 2020 Chestnut Road, Homewood, Illinois 60430.

(b) If this Agreement commences on a day other than the first day of a month, Rent shall be prorated based upon a 30-day month. If this Agreement is terminated prior to its expiration by Lessor through no fault of Lessee, in addition to any other remedies that may be available to Lessee, the parties agree that Rent shall be prorated as of the date of termination, and if Rent has been prepaid by Lessee, unearned Rent will be promptly refunded to Lessee by Lessor. If this Agreement is terminated by Lessee through no fault of Lessor, in addition to any other remedies that may be available to Lessor, the parties agree that Lessor may retain any prepaid Rent.

6. Improvements; Liability; Utilities; Access.

(a) Lessee has the right to erect, install, remove, replace, modify, maintain, and operate Lessee's wireless communications facilities on the Premises. The equipment comprising such facilities consists of panel antennas which shall be mounted on the Tower Space, a concealing shield, radio equipment (which shall be installed on the Ground Space), utility lines, and cabling as is required to connect Lessee's equipment and antennas to the Tower Space ("Lessee Facilities"). Lessee Facilities to be installed on the Tower Space as depicted in Exhibit "B" and shall specifically be limited to:

(i) six (6) transmit/receive antennas and other receiving equipment fed by a transmission line or lines; at approximately one hundred fourteen (114) feet above ground level;

(ii) flexible heliax-type transmission lines enclosed in rigid conduit attached to the elevated Water Tank by transmission line brackets with stainless steel clamping devices; and

(iii) such mounting devices, connectors, brackets and other hardware as are necessary to install and attach the foregoing items.

In connection therewith, Lessee has the right to do all work necessary to prepare and maintain the Premises for Lessee's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. Lessee shall at all times maintain in good condition all of its Equipment installed on the Premises wherever located. Lessee agrees to cause the antennas and related equipment comprising Lessee's equipment that is initially installed on the Water Tank to be painted as directed by Lessor. The cable runs shall be installed in non-rusting conduit such as stainless steel, aluminum or other conduit as shall be reasonably approved by Lessor. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in good and workmanlike manner. Title to the Lessee Facilities shall be held by Lessee. All of the Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or within thirty (30) days following the expiration or earlier termination of this Agreement, and Lessee agrees to remit Rent to Lessor until such removal has been completed and Lessee has restored the Premises in accordance with this Lease Agreement. At such time as Lessee removes the Lessee Facilities from the Water Tank, Lessee shall restore the Tower Space to the condition that existed prior to Lessee's installation of the Lessee Facilities, normal wear and tear, and losses or casualty beyond Lessee's control excepted. Lessee shall not be required to remove any foundation installed on the Ground Space if such foundation is more than five (5) feet below ground level. At the termination of the Lease, Lessor, in its sole discretion, may accept any portion of the improvement installed by Lessee on the Ground Space that Lessee desires to donate to Lessor. If Lessor does not accept any portion of the improvement installed by Lessee on the Ground Space, Lessee shall remove the improvement and restore the Ground Space to the condition that existed prior to Lessee's installation of the Lessee Facilities, normal wear and tear, and losses or casualty beyond Lessee's control excepted.

(c) Lessee's Facilities shall be constructed in accordance with the Drawings, attached hereto and made a part hereof as Exhibit "B".

(d) Lessee shall have the right to draw electricity from the electric supply on the Land, if available. Lessee shall have the right at its option and expense, to obtain electrical service from any utility company that provides electric service to the Premises. In either event, Lessee shall install a separate meter and main breaker. Lessee shall pay for the electricity it consumes in its operations. Lessee has the right to improve the present utilities on the Premises and to install new utilities at Lessee's sole cost and expense but not to exceed lessee's facilities listed in paragraph 6 (a). Lessee also has the

right to bring underground utilities across the Land in order to service the Premises. The location of the underground utility lines shall be as required by Lessee and the applicable utility company, but shall not interfere with Lessor's use of the Land and the Water Tank. At Lessee's reasonable request, Lessor shall execute necessary documents evidencing such utility easement rights, including, if required, a utility easement in favor of Lessee or the applicable utility company, and Lessee shall reimburse Lessor for its reasonable costs including attorney's fees, in connection with the granting of such easement. Lessee shall, at Lessee's sole cost, repair any damage that occurs to any portion of the Premises or the Land due to the construction of any utility easement.

(e) Solely for the purposes described in this Lease Agreement, Lessee, its employees, agents and subcontractors shall have access over the Land to the Ground Space twenty-four (24) hours a day, seven (7) days a week, at no charge to Lessee. At such time as Lessee requires access to the Tower Space, Lessee shall provide at least forty-eight (48) hours advance notice to Lessor; however, the parties agree that in the event of an emergency where Lessee requires immediate access to its equipment installed on the Water Tank, that Lessee may have access to such equipment upon two (2) hours notice to Lessor.

(f) In connection with the erection, maintenance and operation of Lessee's Facilities on the Premises, Lessee and any contractors or agents hired by Lessee or its or their subcontractors shall comply with all Federal OSHA regulations and requirements, and employ all necessary and appropriate safety and fall protection equipment and measures, at Lessee's expense.

(g) Lessee, its contractors, and subcontractors shall contact the J.U.L.I.E. locating system prior to performing any digging. Should Lessee, or its contractors or subcontractors not be members of J.U.L.I.E. or fail to contact J.U.L.I.E. prior to performing any digging, then neither the Lessor nor any Lessor contractor or subcontractor shall be liable for damage to Lessee's underground power or communications cables caused by Lessor or any Lessor contractor or subcontractor.

(h) Pursuant to a Communication Facility Agreement (the "Metricom Lease") between Lessor and Metricom, Inc. ("Metricom") dated June 8, 2000, Metricom installed equipment (including cabinets) and cabling (collectively "Metricom Equipment"). On July 2, 2001, Metricom filed a petition under Chapter 11 of the Bankruptcy Code, 11 U.S.C. 101 et seq. By court order, Metricom rejected the Metricom Lease effective August 31, 2001. Shortly thereafter, Metricom verbally informed Lessor that it was abandoning the Metricom Equipment. By the said court order entered in the United States Bankruptcy Court of the Northern District of California, San Jose Division, Lessor was authorized to take possession of the Metricom Equipment, and to remove, retain, sell, lease, or dispose of such Equipment. A copy of that order is attached as Exhibit F. Lessor hereby conveys and quit claims unto Lessee all of its right, title and interest in and to the Metricom Equipment, a portion of which Lessee agrees to remove at or about the time of commencing construction of its improvements on the Site.

(i) In connection with the erection of Lessee's Facilities on the Premises, Lessee shall remove a portion of the existing Metricom Equipment as identified in subsection 6 (h) above. Said equipment consisting of cables and conduit on the water tower, panel antennas on the water tower. Lessee shall properly dispose of Metricom Equipment removed and not reused at no cost to Lessor. If necessary, Lessee shall remove existing bollards that are located where Lessee plans to install Lessee's equipment cabinet. Lessee shall install new bollards around its equipment cabinet as may be required by Lessor.

7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause radio frequency interference to any Village Operations, and/or the operations of other authorized tenants of Lessor, provided that the equipment operated by any of Lessor's other tenants predates Lessee's installation of its equipment and Facilities at the Premises. All of Lessee's operations on the Premises shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the date that Lessee commences operation of its telecommunications facility on the Premises, Lessor shall not permit its existing or future lessees or licensees to install new equipment on the Land if such equipment will cause interference with Lessee's operations, as reasonably determined by Lessee. Notwithstanding the foregoing, if Lessor elects to lease space on the Water Tank to an entity or person whose business is the operation of wireless communications facilities, Lessor will provide prior written notice thereof to Lessee, and such notice shall contain information about the type of equipment the proposed tenant plans to install on the Water Tank, the intended location of such equipment, and the frequency range at which the proposed tenant is authorized to transmit and receive radio signals. Lessee shall have a period of thirty (30) days following its notice in which to notify Lessor of any reasonable objection to such proposed tenant's equipment, and/or the intended location of equipment on the Water Tank. Lessor agrees to notify the proposed tenant of Lessee's reasonable objections, and if such proposed tenant is unwilling or unable to make changes necessary to allow the parties to co-locate amicably on the Water Tank, Lessor agrees that it will not lease space on the Water Tank to such proposed tenant.

(c) Lessee understands and agrees that Lessor may at any time install equipment on the Land or on the Water Tank as may be reasonably required for Lessor's municipal operations, including Lessor's emergency or other communications activities. Lessor agrees to use reasonable care to prevent any interference to Lessee's equipment from any additionally installed Lessor equipment, and the parties agree to cooperate with one another in this respect. Nevertheless, in the event that Lessor or any tenant of Lessor causes interference with Lessee's operations on the Premises which is not capable of being remedied within thirty (30) days following Lessee's written notice thereof, Lessee shall have the right to terminate this Agreement, and Lessor shall return any unearned Rent to Lessee.

(d) The parties agree that from time to time, Lessor will paint the Water Tank upon which Lessee's Facilities are installed. At such time as Lessor determines to paint the Water Tank, Lessor will provide as much advance notice as reasonably possible to Lessee, and if Lessor determines that Lessee's antenna equipment on the Water Tank shall be painted at the same time to ensure a uniform appearance of the Water Tank, Lessee hereby agrees to reimburse Lessor for Lessor's reasonable costs in connection therewith, including costs of special and/or additional covers necessary to allow continued operation of Lessee's facility provided that Lessor does not perform such painting more than once during any twelve (12) month period. The parties agree that this twelve (12) month limitation provision shall not apply to touch-up or repair-related painting that Lessor may require as a result of Lessee's installation of Equipment on the Premises. The Lessee shall reimburse Lessor for all such costs.

(e) At such times as Lessor determines that the Water Tank is to be painted at Lessor's sole cost (except to the extent that Lessee shall reimburse Lessor for the painting of Lessee's equipment on the Water Tank) (the "Painting Project") the parties agree as follows:

(i) Lessor will provide as much advance written notice as possible to Lessee concerning the scheduled date and anticipated period of time in which the Painting Project shall take place; and

(ii) The parties agree to cooperate fully with one another in connection with the Painting Project, and in particular, agree to use their best efforts to minimize any disruption to Lessee's operation of its telecommunications facility on the Premises; and

(iii) Lessee agrees that it shall take such action as is necessary to protect its Equipment, or temporarily remove its Equipment, on the Water Tank, and in doing so shall not interfere with the Painting Project, and Lessor agrees to instruct its painting contractor to exercise care when working in the vicinity of Lessee's Equipment.

(f) Lessor periodically performs maintenance and repair of the Water Tank. Such maintenance and repair may necessitate that Lessee temporarily power down its equipment on the Premises. In such event, Lessor will give as much advance notice to Lessee as is reasonably practical and use its best efforts to schedule the maintenance and repair work to have the least interference with Lessee's operations.

8. Taxes.

(a) It is understood and agreed that as of the date of execution of this Lease Agreement, the Land is exempt from real estate taxes ("Real Estate Taxes") levied by Cook County, Illinois.

(b) Notwithstanding Lessor's exempt status with respect to Real Estate Taxes, it is agreed by the parties that upon Lessee's completion of its installation of Equipment on the Premises, if required by Cook County to continue Lessor's tax exemption status on its property, Lessee and Lessor shall cooperate in the preparation and filing of the appropriate Petition for Tax Division with the Cook County, Illinois Tax Assessor for the purpose of designating the Ground Space as a separate tax parcel. Until such time as the tax division is effective and a separate tax bill is issued for the Ground Space, Lessee shall be responsible to reimburse Lessor for any payment of any Real Estate Taxes made by Lessor which directly relates to Lessee's use of the Ground Space, including assessments that result from the improvements made by Lessee upon the Ground Space. Said payment to Lessor shall be made by Lessee within thirty (30) days after Lessee's receipt of the applicable receipted tax bill(s) from Lessor. Lessee's obligation to pay Real Estate Taxes relating to Lessee's occupancy of the Ground Space shall survive the termination of this Lease Agreement.

(c) Lessee shall indemnify Lessor from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Lessee in connection with Real Estate Taxes assessed to the Ground Space for such time as this Lease Agreement remains in full force and effect.

(d) Lessee shall have the right to protest all such Real Estate Taxes, assessments and charges levied against the Ground Space, Lessee's personal property, any improvements made by Lessee on the Ground Space, or against Lessee's Leasehold interest in the Ground Space. Lessor agrees to join in such protest, and if necessary, to permit Lessee to proceed with the protest in Lessor's name, provided that all expenses in any way relating to the protest are borne by Lessee. If Lessor initiates an action to protest taxes or other assessments, Lessee may join in such action provided that Lessee must pay its own expenses of so participating. Lessor shall, within thirty (30) days after receipt of notice of any increase or decrease in taxes, assessments or other changes related to the Ground Space, send a copy of such notice to Lessee.

(e) Lessee shall be solely responsible for, and shall timely pay, all personal property taxes levied and assessed, if any, against Lessee's personal property located on the Ground Space.

(f) Lessee shall have the right to protest or contest (a) the amount of any Real Estate Taxes the Lessee has an obligation to pay and (b) any assessment of the Land Parcel or the Property on which Lessee has an obligation to pay, but in no event shall Lessee take any action in connection with such protest or contest that in any way adversely impacts Lessor or the Property exemption from, or exempt status in connection with, any Real Estate Taxes on the Property or any part thereof. Lessee shall be solely responsible for all costs and expenses attributable to any divisions, consolidations, or other applications and relief relating to Real Estate Taxes as described in this Lease Agreement or due to Lessee's use of the Land Parcel. Lessee shall reimburse Lessor for Lessee's proportionate share of any reasonable costs and attorneys' fees.

9. Waiver of Lessor's Lien. Lessor waives any lien rights it may have concerning Lessee's Facilities and Equipment which are deemed Lessee's personal property, and Lessee has the right to remove the same at any time without Lessor's consent in compliance with the notice requirements of this Lease.

10. Termination. This Agreement may be terminated without further liability on the part of either party on thirty (30) days' prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured by the defaulting party within sixty (60) days from the date of the defaulting party's receipt of written notice of any such default, provided, however, that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Lessee if it does not obtain or maintain any license, permit or other approval necessary to the construction and operation of Lessee's Facilities within the three (3) month time frame provided in paragraph 4 of this Lease Agreement and actively in good faith seeks to obtain any license, permit or other approval necessary to the construction and operation of Lessee's Facilities; or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation a take back of channels or change in frequencies; or (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference, provided, however, that if Lessee terminates this Agreement pursuant to this clause, Lessee shall pay to Lessor, upon the effective date of termination, a termination fee equal to two (2) months Rent then in effect. Lessee shall continue to pay rent to Lessor until Lessee has removed all of the equipment comprising Lessee's Facilities from the Premises and has repaired and/or restored the Premises as required elsewhere in this Agreement.

11. Termination in the Event of Casualty or Condemnation.

(a) In the event of any damage, or destruction to the Water Tank or any part thereof not caused by Lessee which renders the Premises unusable or inoperable in Lessee's sole opinion, and Lessor elects not to restore or repair the Water Tank at Lessor's sole expense so that Lessee may continue to operate its telecommunications facility on the Premises, Lessee shall have the right, but not the obligation, to terminate this Agreement and all of Lessee's duties and obligations contained herein by giving written notice thereof to Lessor within thirty (30) days after the date of such damage or destruction. In such event, the parties agree that rent shall be abated during such time as repairs are being made, and that further, if such repairs have not been completed or cannot reasonably be completed within sixty (60) days from the date of the damage, that Lessee may, at Lessee's option, terminate the Agreement whereupon Lessor shall refund any and all unearned Rent to Lessee.

(b) In the event of a condemnation of the Water Tank by any governmental authority due to eminent domain or otherwise, unless Lessee is allowed by the condemning authority to continue its operations on the Premises, this Agreement shall terminate as of the date title to the Water Tank or the Land vests in the condemning authority or Lessee is required to cease its operations, whichever is earlier. Lessee shall not be entitled to share in the proceeds of any condemnation awarded to Lessor, but Lessee may make its own claim to the condemning authority.

12. Insurance.

(a) Lessee shall, at its sole cost and expense, procure and maintain on the Premises and on Lessee's Site Equipment, wrongful death, bodily injury and property damage insurance with a combined single limit of at least Three Million and 00/100 Dollars (\$3,000,000.00) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees, and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Lessee, at Lessee's sole cost and expense, shall procure and maintain worker's compensation coverage and employer's liability coverage with limits of One Million and 00/100 Dollars (\$1,000,000.00). Lessee shall obtain said insurance from a company licensed to do business in Illinois. Lessee's umbrella coverage shall be not less than Five Million and 00/100 Dollars (\$ 5,000,000.00) Lessor, its elected and appointed officials, and employees shall be named as a primary, non-contributory, additional insured on Lessee's policy.

(b) All insurance required under this Agreement shall:

(i) Be insured as a primary policy; and

(ii) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties before cancellation of any policy. Each certificate evidencing such insurance shall be deposited with Lessor's Village Manager upon the execution of this Lease Agreement and upon each renewal of such insurance.

(iii) Lessee shall provide thirty (30) days written notice to Lessor before any material change in the coverage, scope, or amount of any insurance policy.

(c) The insurance requirements of this Agreement shall apply to any contractors or agents hired by Lessee or its or their subcontractors, and such insurance shall be in amounts acceptable to Lessor, and issued by insurance companies licensed to do business in the State of Illinois that are reasonably acceptable to Lessor.

(d) Under no circumstances shall Lessor be deemed to have waived any of the insurance requirements of this Agreement by an action or omission including, but not limited to (i) allowing any work to commence by or on behalf of Lessee before Lessor is in receipt of certificates of insurance, (ii) failing to review any certificates of insurance received, or (iii) failing to advise Lessee that any certificate of insurance required under this Agreement is solely its responsibility and that it is a requirement which cannot be waived by any action, inaction, or omission by Lessor, or (iv) failing to advise Lessee that its certificate of insurance is not in compliance.

13. Assignment. Neither Lessor nor Lessee may assign or otherwise transfer all or any part of its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, that Lessor or Lessee may assign its interest to its parent

company, any subsidiary or affiliate or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets, without the prior written consent of the other party.

14. Premises. At all times, Lessee shall maintain the Premises and Lessee's equipment located on the Premises in good condition, in accordance with the terms of this Lease Agreement, and in accordance with all applicable local, state and federal laws.

15. Warranty of Title and Quiet Enjoyment.

(a.) Lessor warrants that: (i) Lessor owns the Land in fee simple and has rights of access thereto; (ii) Lessor has full right to make this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises; subject, nevertheless, to the terms and conditions of this Agreement. Upon Lessee's request, Lessor will document its interest in the Real Estate, but at Lessee's expense.

(b) Lessor warrants that its making of this Agreement and its performance thereof will not violate any laws, ordinances, restrictive covenants, or the provision of any mortgage, lease or other agreements under which Lessor is bound and which restricts the Lessor in any way with respect to the use or disposition of the Land.

16. Repairs. Except as otherwise provided in this Agreement, Lessee shall not be required to make any repairs to the Water Tank or the Land unless such repairs shall be necessitated by reason of the negligent or willful and/or wanton act of Lessee, its agents, servants and employees, or the result of Lessee's use of and required restoration of the Premises. If Lessee is required to make repairs under this Section 16, all of such repair-related work shall be subject to Lessor's approval.

17. Lessor's Environmental Indemnity. Lessor warrants that, to the best of its knowledge, no portion of the Land has been used for the generation, storage (except for paint and associated by-products from sandblasting and painting that Lessor used in painting the Water Tank), treatment or disposal of hazardous substances or hazardous waste. In addition, Lessor warrants that, to the best of its knowledge after due investigation, no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks containing hazard liquids (collectively, Environmental Hazards") have been or currently are located on or about the Land. For purposes of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability ACT (42 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) (RCRA) and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

Lessor agrees to indemnify and hold harmless Lessee, Lessee's successors and assigns and Lessee's present and future officers, directors, employees and agents (collectively, Indemnitees) from any and all penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys fees,

reasonable consultant and/or expert witness fees), which Indemnitees may hereinafter suffer, incur, be responsible for, or disburse as a result of :

- (1) any governmental action, order, directive, administrative proceeding or ruling based upon this paragraph seventeen (17);
- (2) personal or bodily injuries (including death) or damage including loss of use to any sites (public or private) resulting from a violation of this paragraph seventeen (17);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency (collectively "Environmental Liabilities") directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Land, except to the extent that any such Environmental Hazards are caused by Lessee's activities on the Premises.

18. Lessee's Environmental Indemnity. Lessee warrants that the Premises will not be used for the generation, storage, treatment, or disposal of hazardous substances or hazardous wastes. In addition, Lessee warrants that no hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyls (PCBs) petroleum or other fuels (including crude oil or any fraction or derivative thereof) or underground storage tanks collectively "Environmental Hazards") will be located on or about the Premises. For purposes of this Agreement, the term "hazardous substances" shall be as defined in the Comprehensive Environmental Response Compensation and Liability Act (41 U.S.C. Section 9601 et seq.) (CERCLA), and any regulation promulgated pursuant thereto. The term "hazardous wastes" shall be as defined in the Resource Conservation and Recover Act (42 U.S.C. Section 6901 et seq.) (RCRA), and any regulations promulgated pursuant thereto. The term "pollutants" shall be as defined in the Clean Water Act (33 U.S.C. Section 1251 et seq.), and any regulations promulgated pursuant thereto.

Lessee shall not bring to, transport across or dispose of any Hazardous Substances on the Premises. In connection therewith, Lessee agrees to indemnify and hold harmless Lessor, Lessor's successors and assigns and Lessor's present and future officers, directors, employees and agents (collectively, "Lessor Indemnitees") from any and all penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys fees, reasonable consultant and/or expert witness fees), which Lessor Indemnitees may hereafter suffer, incur, be responsible for, or disburse, at a result of:

- (1) any governmental action, order, directive, administrative proceeding or ruling based upon this paragraph eighteen (18);
- (2) personal or bodily injuries (including death) or damage including loss of use to any sites (public or private) resulting from a violation of this paragraph eighteen (18);
- (3) clean up, remediation, investigation or monitoring of any pollution or contamination of or adverse effects on human health or the environment; or
- (4) any violation or alleged violation of laws, statutes, or ordinances, orders, rules or regulations of any governmental entity or agency (collectively "Environmental Liabilities") directly or

indirectly caused by or arising out of any Environmental Hazards existing on or about the Premises, except to the extent that any such Environmental Hazards are caused by Lessor's activities on the Premises.

19. Telecommunications Ordinance. Lessee hereby agrees to comply at all times with all of the valid requirements of Lessor's telecommunications ordinance, as may be amended from time to time.

20. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or understanding of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on an inure to the benefit of the successors and permitted assignees of the respective parties.

(d) The captions of this Agreement have been inserted for convenience only and are not to be construed as part of this Agreement or in any way limiting the scope or intent of its provision.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor: Village of Homewood
2020 Chestnut Road
Homewood, Illinois 60430
Attention: Village Manager

with a required copy to: Walter D. Cummings, Village Attorney
Cummings & Duda, Ltd
18027 Harwood Avenue
Homewood, Illinois 60430

Lessee: Voicestream Wireless Corporation
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
Attn: Legal Dept

with a copy to: VoiceStream GSM I Operating Company, LLC.
A Delaware Limited Liability Company
8550 Bryn Mawr, First Floor

Chicago, IL 60631
 Greg Cisewski
 Regional Vice President, Engineering and Operations

Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

(f) This Agreement shall be governed by the laws of the State of Illinois.

(g) The parties shall cooperate in executing any documents (including, but not limited to, a Memorandum of Agreement in the form annexed hereto as Exhibit "X" and a Non-Disturbance and Attornment Agreement) necessary to protect Lessee's rights herein or Lessee's use of the Premises. Lessor acknowledges that a Memorandum of Agreement will be recorded by Lessee in the Official Records of the County where the Land is located. Upon the expiration or earlier termination of this Agreement, Lessee agrees to record an agreement evidencing the termination of Lessee's interest in the Premises.

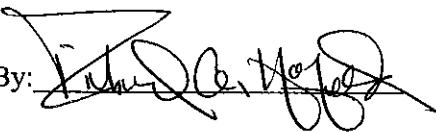
(h) Lessor agrees to furnish Lessee with a certified copy of Lessor's Minutes authorizing execution of this Agreement, a copy of which shall be attached hereto as Exhibit "X". *D*

(i) Lessor acknowledges receipt from Lessee of an Affidavit regarding delinquent taxes in the form attached as Exhibit "X" in compliance with Section 11-42.1-1 of the Illinois Municipal Code. *E*

(j) Lessee agrees to reimburse Lessor for its attorneys fees incurred directly and reasonably in connection with the review, preparation, and approval of this Agreement in an amount not to exceed Three Thousand and 00/100 Dollars (\$3,000.00) Lessor shall invoice Lessee for reimbursement under this provision one time, at the hourly rate of the Village Attorney. Lessee shall pay that invoice within thirty (30) days from the date of invoice.

AGREED as of the date and year first appearing above.

VILLAGE OF HOMEWOOD

By: 

Name: Richard A. Hofeld

Title: Village President

VOICESTREAM GSM I OPERATING
 COMPANY, LLC.

By: 

Name: Greg Cisewski
 Vice President

Title: Engineering & Operations-Midwest

APPROVED as to form

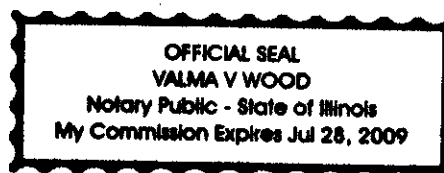

 Michael A. Sievertson

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On the 7 day of Dec 2005, before me personally appeared Greg Cisewski, and acknowledged under oath that he is the Vice President of Eng + Ops for VoiceStream GSM I Operating Company, LLC., a Limited Liability Company dually organized and existing under the laws of the State of Delaware that executed the within and foregoing instrument (the "Corporation"), and acknowledged the said instrument to be the free and voluntary act and deed of the Corporation as agent for VoiceStream GSM I Operating Company, a Limited Liability Company dually organized and existing under the laws of the State of Delaware, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Corporation as agent for Lessee.

Val Wood
Notary Public

My Commission Expires: 7-28-09



CORPORATE ACKNOWLEDGMENT

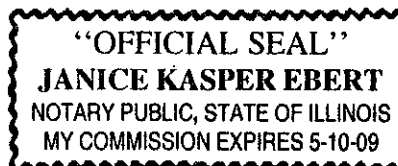
STATE OF Illinois)
) ss:
 COUNTY OF Cook)

I CERTIFY that on the 9th day of Dec., 2005,
Richard A. Hofeld [name of representative] personally came before me and
 acknowledged under oath that he or she:

- (a) is the Village President [title] of Village of Homewood, Illinois [name
 of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Janice Kasper Ebert
 Notary Public

My Commission Expires: 5-10-09



LEASE AGREEMENT

SCHEDULE A

RENT PAYABLE BY LESSEE TO LESSOR

Year	\$ 31,000 @ 3 % Annual Increase
1	\$31,000.00
2	\$31,930.00
3	\$32,887.90
4	\$33,874.54
5	\$34,890.77
6	\$35,937.50
7	\$37,015.62
8	\$38,126.09
9	\$39,269.87
10	\$40,447.97
11	\$41,661.41
12	\$42,911.25
13	\$44,198.59
14	\$45,524.55
15	\$46,890.28
16	\$48,296.99
17	\$49,745.90
18	\$51,238.28
19	\$52,775.42
20	\$54,358.69
21	\$55,989.45
22	\$57,669.13
23	\$59,399.21
24	\$61,181.18
25	\$63,016.62

LEASE AGREEMENT

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

EXHIBIT A to the Agreement dated November 8th, 2005 between Village of Homewood, a Municipal Corporation, as Lessor, and VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware, as Lessee.

Property Address: 18355 Pierce Avenue

State: Illinois

County: Cook

City: Homewood

APN: 32-05-106-020

Legal Description:

Parcel one: that part or the north half of the north west quarter of section five (5), township thirty-five (35) north, range fourteen (14), east of the third principal meridian, in Cook County, Illinois, described as follows: beginning at a point on a line 397 feet west of and parallel with the north-south center line distant south along said parallel line 630 feet from the north line of the said section five (5); thence west a distance of 56 feet along a line parallel to the north line of said section five (5) to a point; thence north a distance of 135 feet along a line parallel to the north-south center line of said section five (5), to a point; thence east 56 feet along a line parallel to the north line of said section five (5) to a point; thence south a distance of 135 feet to the point of beginning, of that part lying north of the south twenty (20) acres of that part lying east of the center of Reigle Road (also known as Chicago and Vincennes Road). Situated in the County of Cook, in the State of Illinois.

Parcel two: that part of the north 1/2 of the northwest 1/4 of section 5, township 35 north, range 14, east of the 3rd p.m., Cook County, Illinois described as follows: beginning at a point on a line 341 feet west of and parallel with the north-south center line distant south along said parallel line 630 feet from the north line of said section 5; thence west a distance of 56 feet along a line parallel to the north line of said sec. 5 to a point thence north a distance of 135 feet along a line parallel to the north-south center line of said sec. 5 to a point; thence east 56 feet along a line parallel to the north line of said sec. 5 to a point; thence south a distance of 135 feet to the point of beginning. Situated in the County of Cook, in the State of Illinois.

LEASE AGREEMENT

EXHIBIT B

SITE PLAN AND LESSEE FACILITIES

EXHIBIT B to the Agreement dated November 8th, 2005 between Village of Homewood, a Municipal Corporation, as Lessor, and VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware as Lessee.

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**Fullerton
Engineering
Consultants, Inc.**
9100 W. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel. 847-232-6100
Fax 847-232-0705

PREPARED BY: AG
CHECKED BY: AB
APPROVED BY: HNB

#	DATE	REVISIONS
	11/4/89	REINTEGRATION

EXPIRATION DATE:	11/30/05
DATE SIGNED:	11/1/05

SITE NAME HOMWOOD WATER TANK	SITE NUMBER CH48-639A	SITE ADDRESS 19355 EVERGREEN HOMWOOD, IL 60430
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SHEET TITLE	TITLE SHEET
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T-1

em 8. H.

SHEET INDEX	
SHEET NO.	DESCRIPTION
T-1	TITLE SHEET
PS-1	SITE SURVEY
C-1	SITE PLAN
C-2	ENLARGED SITE PLAN
C-3	GENERAL NOTES & CONDITIONS
C-4	EQUIPMENT LEGEND & NOTES
C-5	SHELTER DETAILS
C-6	SHELTER WALL ELEVATIONS
C-7	SHELTER ROOF PLAN & DETAILS
C-8	SHELTER FOUNDATION DETAILS
C-9	\$12000 S.T.A. CABINET DETAILS
C-10	SITE DETAILS
C-11	COAX CABLE ROUTING & CATTALK
ANT-1	SITE ELEVATION & ANTENNA DETAILS
ANT-2	ANTENNA / COAX DETAILS
S-1	STRUCTURAL DETAILS & NOTES
S-2	ANTENNA MOUNTING DETAILS
E-1	UTILITY SITE PLAN
E-2	UTILITY DETAILS
E-3	ONE-LINE DIAGRAM / ELECTRICAL NOTES
EG-1	SITE GROUNDING PLAN & NOTES
EG-2	GROUNDING DETAILS
EG-3	GROUNDINGS DETAILS

PROJECT SUMMARY	
SITE No.	GH4-693A
SITE NAME	HOYECWOOD WATER TANK
SITE ADDRESS	1939S EVERGREEN HOYECWOOD, IL 62430
COUNTY	COOK
JURISDICTION	HOYECWOOD
ZONING	PL-2
BUILDING CODE	BOCA NATIONAL BUILDING CODE 1995 EDITION
PROPERTY OWNERS	VILLAGE OF HOYECWOOD CONTACT: JIM MARINO

APPLICANT:	T-MOBILE 8950 W. BIRN HAVEN SUITE 1000 CHICAGO, IL 60631
T-MOBILE CONSTRUCTION MANAGER	TIM MICHAELS TEL: (713) 444-5604 CELL: (713) 931-6764
SR ENGINEER	ROGER RASIC TEL: (713) 444-5400
APPROVAL S	

REAL ESTATE	DATE
LOANS	DATE
CONSTRUCTION	DATE
REPAIRS	DATE
NETWORKS	DATE
OPERATIONS	DATE
LAND/ROD	DATE

VICINITY MAP

DIRECTIONS TO SITE

FROM TOLL FREE OFFICE (800) 555-1111 IN CHICAGO AND
TURN LEFT (NORTH) ONTO 96-TH (IN CHICAGO AND
AVE) TURN OFF ONTO RAMP TOWARDS
1-90/HARE/ROGERS MERGE ONTO I-90
KENNEDY EXPY (WEST) MERGE ONTO I-294
MERGE ONTO I-294
HALSTED AVE (SOUTH) CONTINUE ONTO HALSTED
AVE (SOUTH), TURN RIGHT (WEST) ONTO 183RD
STREET, TURN LEFT (SOUTH) ONTO CENTER AVE
AND TRAVEL WEST EVERGREEN ROAD/PIERCE
STREET AND ARRIVE AT THE SITE.

SITE COORDINATES

EXISTING WATER TANK LOCATION:
LATITUDE: NORTH 41° 33' 26.54" NAD 83
LONGITUDE: WEST 87° 30' 50.00" NAD 83
GROUND ELEVATION AT TANK BASE = 630' AMSL

HANDICAPPED REQUIREMENTS

FACILITY IS UNIMPAVED AND NOT FOR AMPHAN
HABITATION, HANDICAP ACCESS REQUIREMENTS
NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO PLUMBING.

SITE LOCATION

SCALE: 1" = 1 MILE

T-Mobile

SITE NAME

HOMEMEWOOD WATER TANK

SITE NUMBER

CH48-639A

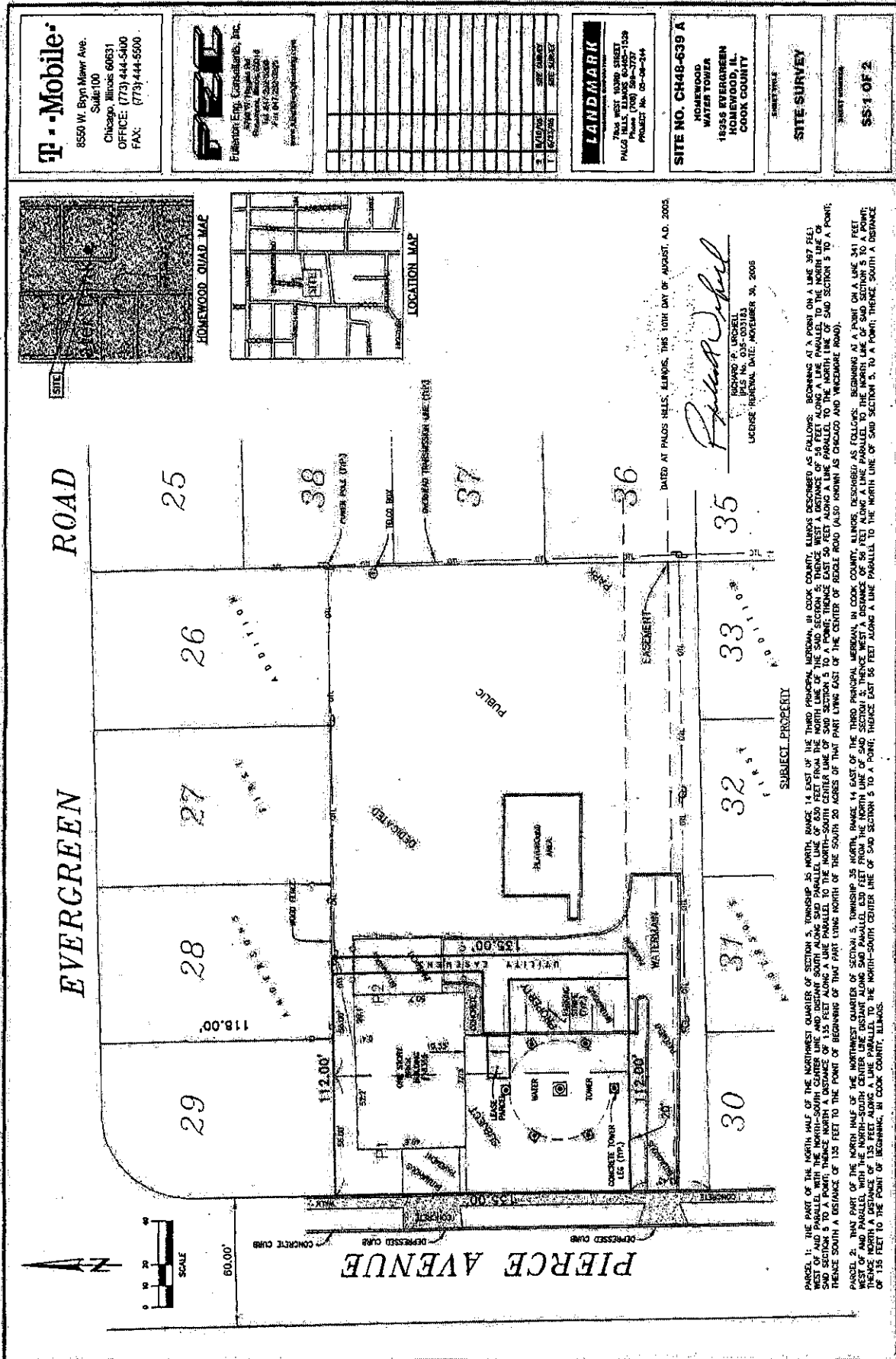
SITE ADDRESS

18355 EVERGREEN
HOMEWOOD, IL 60430

PROJECT TYPE

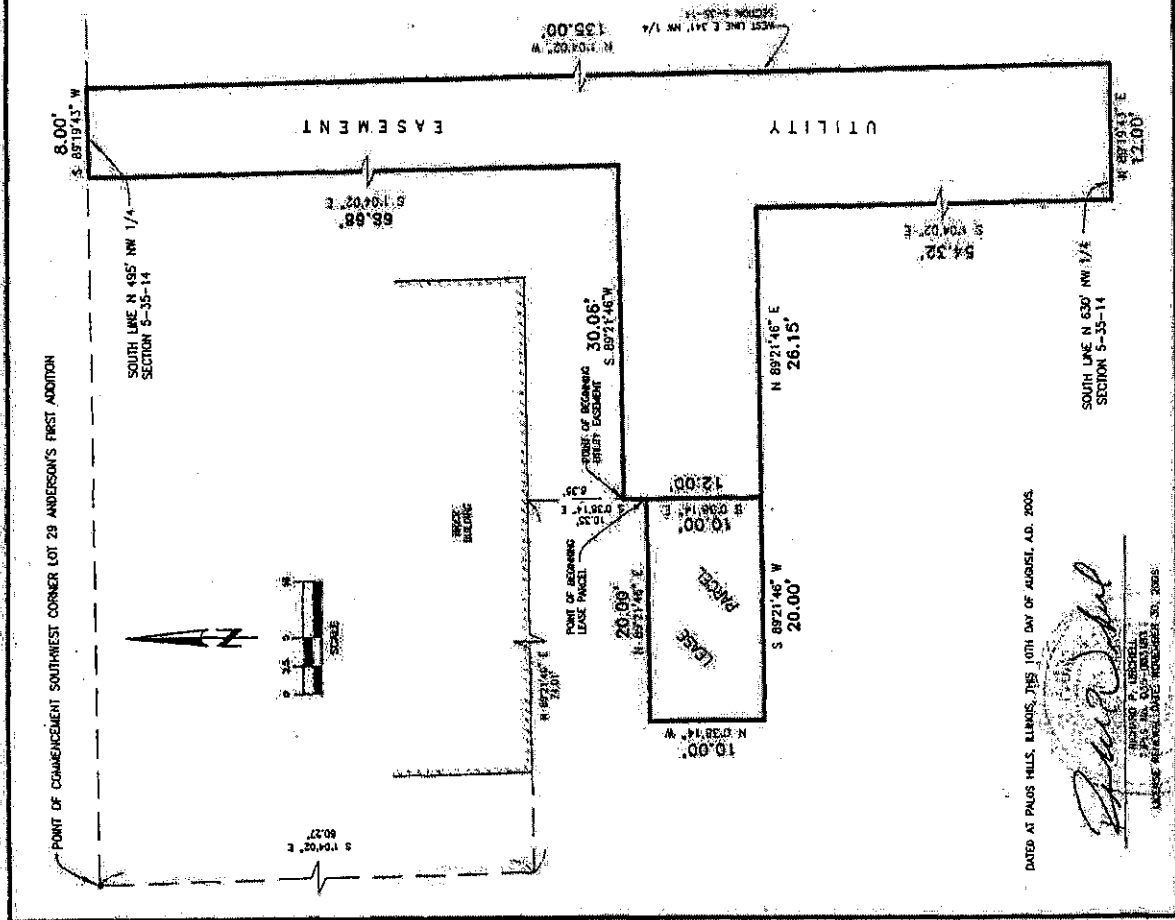
(6) NEW ANTENNAS WITH (12) COAX RUNS
ON EXISTING 138' HIGH WATER TANK
& (1) NEW & (1) FUTURE \$12000 CABINET
INSIDE NEW EQUIPMENT SHELTER

CONSULTANTS	UTILITIES
A/E CONSULTANT FULLERTON ENGINEERING 9100 W. HIGGINS RD. SUITE 6000 ROSEMONT, IL 60068 CONTACT: ALFRED GARCEVIC PHONE: (847) 793-0200 4243 FAX: (847) 793-0200 4243 DESIGN FIRM NO. 184-0007439 E-MAIL: agarc@fullertonengineering.com	EXISTING UTILITIES CONTRACTOR TO UTILIZE EXISTING WATER TANK AND UTILITY LOCATOR ON ALL SITES 48 HRS PRIOR TO DIGGING. JILLIE NUMBER 19 (800) 892-4923
SURVEYOR LANDMARK ENGINEERING 1609 S. 103RD ST. PALOS HILLS, IL 60465 CONTACT: JIMMY J. BOKACH PHONE: (708) 594-3131 FAX: (708) 594-2231 DESIGN FIRM NO. 184-0000978 E-MAIL: jbokach@landmarkeng.com	POWER CORED ELECTRIC 125 S. CLARK STREET CHICAGO, IL 60603 CONTACT: JIMMY J. BOKACH PHONE: (773) 605-3354
STRUCTURAL ENGINEER FULLERTON ENGINEERING CONSULTANTS, INC. 9100 W. HIGGINS RD. SUITE 6000 ROSEMONT, IL 60068 CONTACT: JIMMY J. BOKACH, SE PHONE: (847) 793-0200 4231 FAX: (847) 793-0200 4231 DESIGN FIRM NO. 184-0007439 E-MAIL: jbokach@fullertonengineering.com	TELEPHONE 69C 2800 W. ANTERTECH CENTER DR. SUITE 4-C-10 HOFFMAN ESTATES, IL 60131 CONTACT: JIMMY J. BOKACH PHONE: (800) 633-6378



SECRET
55 2 OF 2

10. TOPOGRAPHICAL INFORMATION AND IMPROVEMENTS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS AND MEASUREMENTS PERFORMED JUNE 23, 2004.



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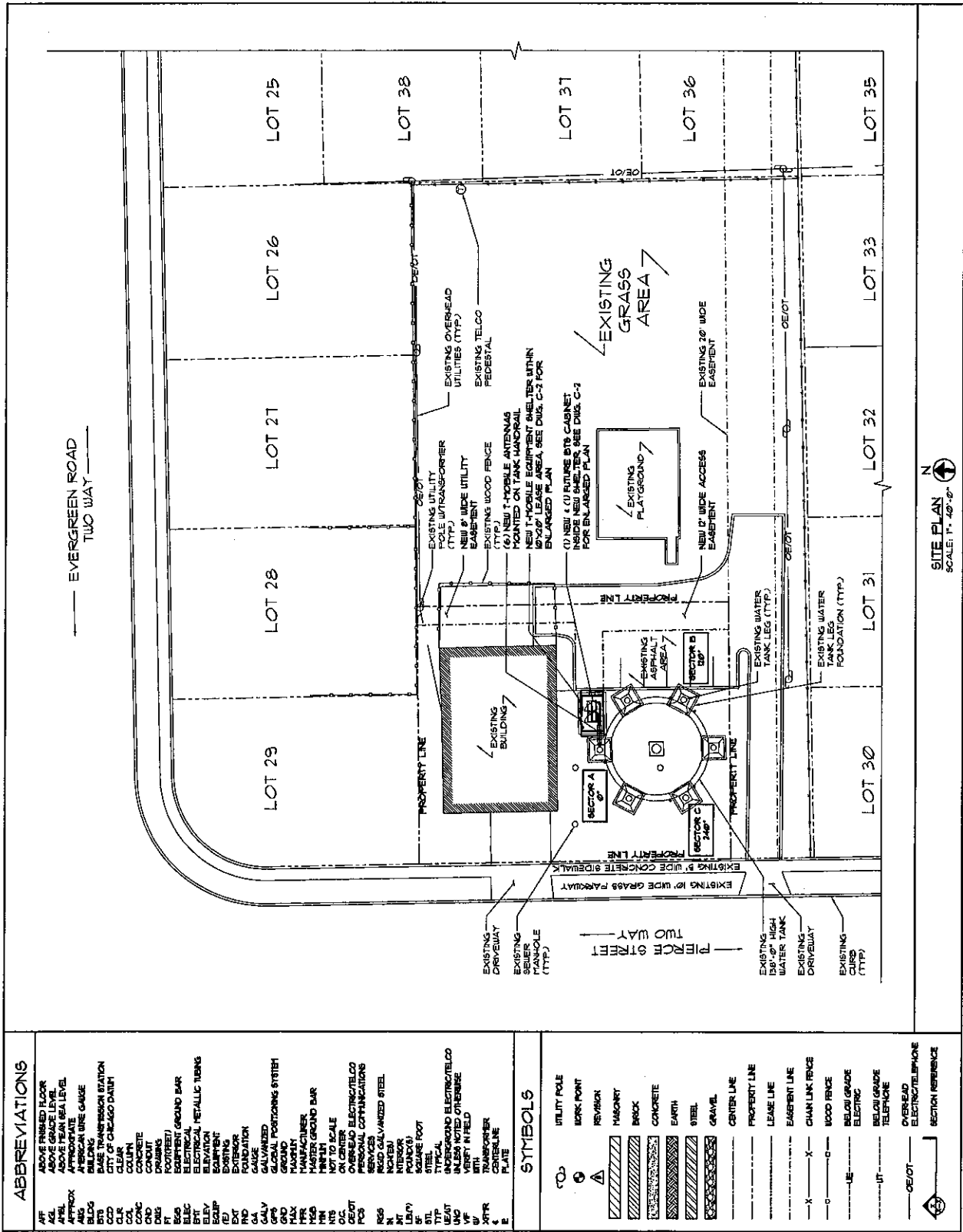
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Fullerton Engineering Consultants, Inc.
 9100 N. Lincoln Rd., Suite 800
 Rosemont, Illinois 60018
 Tel: 847-351-0000
 Fax: 847-351-0005

PREPARED BY: AG		
CHECKED BY: AG		
APPROVED BY: HFB		
#	DATE	REVISIONS
	11/14/09	PERMIT/CONSTRUCTION


DATE SIGNED: 11/14/09	SITE NAME: HOMEWOOD WATER TANK
SITE NUMBER: CH48-639A	SITE ADDRESS: 18335 EVERGREEN, HOMEWOOD, IL 60436
SHEET TITLE: SITE PLAN	

SHEET NUMBER: C-1	Item 8. H.
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**Fullerton
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Consultants, Inc.**

 5100 W. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel. 847-292-0200
Fax 847-292-0205

PREPARED BY: AG	DATE	REVISIONS
CHECKED BY: AB	INARS	PER IT/CONSTRUCTION
APPROVED BY: HFB		

DATE SKINNED: 11/4/05

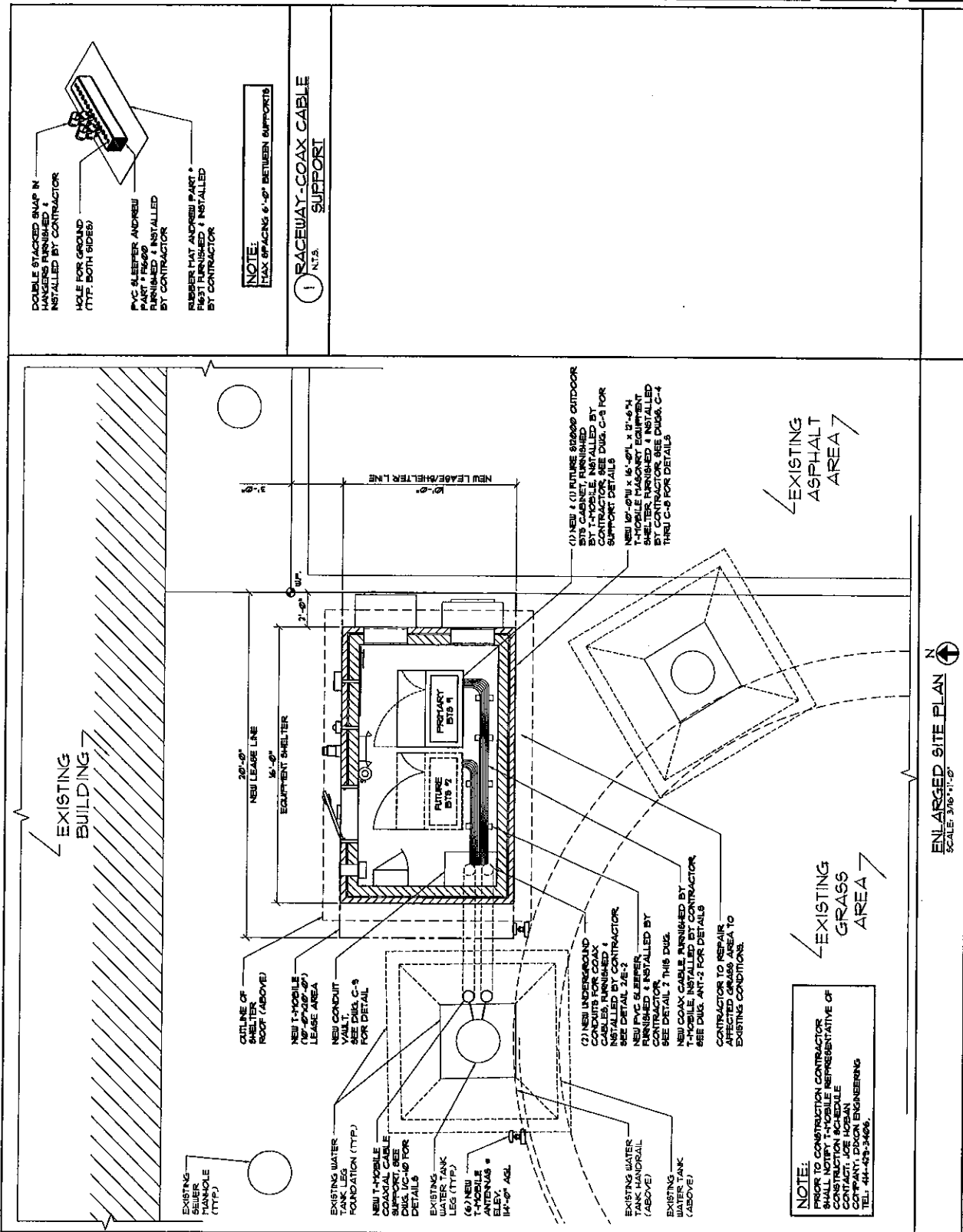
SITE NAME HOMELWOOD WATER TANK	SITE NUMBER CH48-639A	SITE ADDRESS 19395 EVERGREEN HOMELWOOD, IL 60430
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SHEET TITLE

ENLARGED SITE
PLAN

SHEET NUMBER
C-2

Item 8. H.



GENERAL NOTES AND CONDITIONS

INTENT

1. THESE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE DONE AND THE MATERIALS TO BE FURNISHED FOR CONSTRUCTION.
2. THE INTENTION OF THE DRAWINGS IS TO INCLUDE ALL LABOR AND MATERIALS NECESSARILY NECESSARY FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK AS STIPULATED IN THE CONTRACT.
3. THE PURPOSE OF THE SPECIFICATIONS IS TO INTERPRET THE INTENT OF THE DRAWINGS AND TO DEMONSTRATE THE METHOD OF THE PROCEDURE, TYPE AND QUALITY OF MATERIALS REQUIRED TO COMPLETE THE WORK.
4. MINOR DEVIATIONS FROM THE DESIGN LAYOUT ARE ANTICIPATED AND SHALL BE ALLOWED AS LONG AS THEY DO NOT CHANGE THE INTENT OF THE DRAWINGS OR THE QUALITY OF THE WORK AS PERMITTED BY THE OWNER WITHOUT ISSUING A CHANGE ORDER.

CONFLICTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL REQUIREMENTS AT THE SITE BEFORE ORDERING ANY MATERIALS OR DOING ANY WORK. NO EXTRA CHARGE OR COMPENSATION SHALL BE ALLOWED DUE TO DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND ANY SUCH DISCREPANCIES OR DISCREPANCIES WHICH MAY BE FOUND SHALL BE SUBMITTED TO THE OWNER FOR CONSIDERATION BEFORE THE CONTRACTOR PROCEEDS WITH THE WORK IN THE AFFECTED AREAS.
2. THE BIDDER, IF AWARDING THE CONTRACT, WILL NOT BE ALLOWED ANY EXTRA COMPENSATION BY REASON OF ANY MATTER OR MATTERS CONCERNING WHICH SUCH BIDDER MIGHT HAVE FULLY KNOWN THEMSELVES PRIOR TO THE BIDDING.
3. NO FEE OF LIABILITY OR CONDITIONS THAT EXIST, OR OF OBLIGATIONS OR CONDITIONS THAT MAY BE ENCOUNTERED OR OF ANY OTHER RELEVANT MATTER CONCERNING THE WORK TO BE PERFORMED IN THE EXECUTION OF THE WORK WILL BE ACCEPTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIREMENTS OF THE CONTRACT DOCUMENTS GOVERNING THE WORK.

WARRANTIES & BONDS

1. CONTRACTOR IS RESPONSIBLE FOR APPLICATION AND PAYMENT OF CONTRACTOR LICENSES AND BONDS.
2. SEE MASTER CONTRACTOR SERVICES AGREEMENT FOR ADDITIONAL DETAILS.

STORAGE

1. ALL MATERIALS MUST BE STORED IN A LEVEL AND DIRT FASHION AND IN A MANNER THAT DOES NOT NECESSARILY OBSTRUCT THE FLOW OF OTHER WORK.
2. BINS CABINETS MUST BE STORED INSIDE UNTIL THERE IS POWER ON SITE.
3. STORAGE METHOD MUST MEET ALL RECOMMENDATIONS OF THE ASSOCIATED MANUFACTURER.

RELATED DOCUMENTS AND COORDINATION

1. GENERAL CONSTRUCTION ELECTRICAL AND ANTENNA DRAWINGS ARE INTERRELATED. THE CONTRACTOR MUST REFER TO ALL DRAWINGS AND COORDINATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

CHANGE ORDER PROCEDURE

1. CHANGE ORDERS MAY BE INITIATED BY THE OWNER AND/OR THE CONTRACTOR INVOLVED. THE CONTRACTOR UPON VERBAL REQUEST FROM THE OWNER SHALL PREPARE A WRITTEN PROPOSAL DESCRIBING THE CHANGE IN WORK OR MATERIALS AND ANY CHANGES TO THE CONTRACT. THE PROPOSAL SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. THE PROPOSAL SHALL BE SUBMITTED TO THE OWNER WITHIN 14 DAYS OF THE DATE OF THE REQUEST. THE PROPOSAL SHALL BE SUBMITTED TO THE OWNER WITHIN 14 DAYS OF THE DATE OF THE REQUEST. THE PROPOSAL SHALL BE SUBMITTED TO THE OWNER WITHIN 14 DAYS OF THE DATE OF THE REQUEST.

SHOP DRAWINGS

1. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AS REQUIRED AND LISTED IN THESE DRAWINGS TO THE OWNER FOR APPROVAL.
2. ALL SHOP DRAWINGS SHALL BE REVIEWED, CHECKED AND CORRECTED BY CONTRACTOR PRIOR TO SUBMITTAL TO THE OWNER.

PRODUCTS & SUBSTITUTIONS

1. SUBMIT 3 COPIES OF EACH REQUEST FOR SUBSTITUTION IN EACH REQUEST IDENTIFY THE PRODUCT OR FABRICATION OR INSTALLATION METHOD TO BE REPLACED BY THE SUBSTITUTION INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS AND COMPLETE EXPLANATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTION.
2. SUBMIT ALL NECESSARY PRODUCT DATA AND CUT SHEETS WHICH PROPERLY INDICATE AND DESCRIBE THE ITEMS, PRODUCTS & MATERIALS TO BE SUBSTITUTED. THE SUBSTITUTION SHALL BE NECESSARY BY THE OWNER SUBMIT ACTUAL SAMPLES TO THE OWNER FOR APPROVAL IN LIEU OF CUT SHEETS.

CODE COMPLIANCE

1. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THESE SHALL INCLUDE BUT NOT BE LIMITED TO THE LATEST VERSION OF THE FOLLOWING:

ELIATIA - 223 - F
NATIONAL BUILDING CODE, BOCA, 1995 EDITION
AMERICAN CONCRETE INSTITUTE (ACI), LATEST EDITION
AMERICAN INSTITUTE OF STEEL CONSTRUCTION
AMERICAN INSTITUTE OF STEEL CONSTRUCTION
LIFE SAFETY CODE NFPA - 704-101

INSURANCE AND BONDS

1. CONTRACTOR SHALL AT THEIR OWN EXPENSE CARRY AND MAINTAIN FOR THE DURATION OF THE PROJECT ALL INSURANCE AS REQUIRED AND LISTED.
2. CONTRACTOR SHALL NOT CONFINE WITH THEIR WORK UNTIL THEY HAVE PRESENTED AN ORIGINAL CERTIFICATE OF INSURANCE STATED ALL COVERAGE TO THE OWNER.
3. THE OWNER SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES.
4. REFER TO THE MASTER AGREEMENT FOR REQUIRED INSURANCE LIMITS.

ADMINISTRATION

1. BEFORE THE COMMENCEMENT OF ANY WORK, THE CONTRACTOR WILL ASSIGN A PROJECT MANAGER WHO WILL ACT AS A SINGLE POINT OF CONTACT FOR ALL PERSONNEL INVOLVED IN THIS PROJECT. THIS PROJECT MANAGER WILL DEVELOP A MASTER SCHEDULE FOR THE PROJECT WHICH WILL SUBMIT TO THE OWNER PRIOR TO THE COMMENCEMENT OF ANY WORK.
2. SUBMIT A MASTER PROGRESS CHART NOT MORE THAN THREE (3) MONTHS BEFORE THE COMMENCEMENT OF ANY WORK. THE CHART SHALL INDICATE THE MAJOR CATEGORY OF WORK TO BE PERFORMED AT THE SITE. THE CHART SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. THE CHART SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL. THE CHART SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL.
3. PRIOR TO COMMENCING CONSTRUCTION, THE OWNER SHALL SCHEDULE AN ON-SITE MEETING WITH ALL MAJOR PARTIES. THIS MEETING SHALL INCLUDE (BUT NOT LIMITED TO) THE OWNER, PROJECT MANAGER, CONTRACTOR, LAND OWNER REPRESENTATIVE, LOCAL AGENCIES, AND ANY OTHER AGENCIES INVOLVED IN THE PROJECT. THE MEETING SHALL BE HELD AT THE SITE. THE MEETING SHALL BE HELD AT THE SITE. THE MEETING SHALL BE HELD AT THE SITE.
4. CONTRACTOR SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A TWO-WAY RADIO, TO MAINTAIN CONTACT WITH THE OWNER. THE OWNER SHALL BE EQUIPPED WITH SOME MEANS OF CONSTANT COMMUNICATIONS, SUCH AS A MOBILE PHONE OR A TWO-WAY RADIO, TO MAINTAIN CONTACT WITH THE OWNER.
5. DURING CONSTRUCTION, CONTRACTOR MUST ENSURE THAT ALL WORK IS COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL COMPLY WITH ALL "MOBILE SAFETY" REQUIREMENTS IN THEIR AGREEMENT.
6. PROVIDE WRITTEN DAILY UPDATES AND PHOTOGRAPHS ON SITE PROGRESS TO THE PROJECT MANAGER VIA E-MAIL.
7. A COMPLETE INVENTORY OF CONSTRUCTION MATERIALS AND EQUIPMENT IS REQUIRED PRIOR TO START OF CONSTRUCTION.
8. NOTIFY THE OWNER / PROJECT MANAGER IN WRITING NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, TOWER ERECTIONS, AND EQUIPMENT CABINET PLACEMENTS.
9. CLOSURE PACKAGE IS ONE COMPLETE WITH DETAILED TOP PHOTOS UPON SITE PUNCHWALK WITH PROJECT MANAGER (SEE PROJECT MANAGER FOR SAMPLE CLOSURE PACKAGE).

CLEAN UP

1. THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE FREE FROM ACCUMULATION OF WASTE MATERIALS OR RUBBISH CAUSED BY THEIR WORK. WASTE MATERIALS SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY. WASTE MATERIALS SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY. WASTE MATERIALS SHALL BE REMOVED FROM THE SITE AT THE END OF EACH DAY.
2. VISUALLY INSPECT EXTERIOR SURFACES AND REMOVE ALL TRACES OF SOIL, WASTE MATERIALS, BRIDGES & OTHER FOREIGN MATTER.
3. REMOVE ALL TRACES OF SPILLED MATERIALS FROM ADJACENT SURFACES.
4. IT IS NECESSARY TO ACHIEVE A MINOR DEGREE OF CLEANLINESS, MORE DOWN THE EXTERIOR OF THE STRUCTURE.

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**Fullerton
Engineering
Consultants, Inc.**
9700 N. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel: 847-752-0000
Fax: 847-752-0005

PREPARED BY: AG

CHECKED BY: AG

APPROVED BY: NFB

#	DATE	REVISIONS
1	10/09	PERMIT/CONSTRUCTION
2		
3		
4		
5		

DATE SIGNED: 10/10/09

SITE NAME
**HOMERWOOD
WATER TANK**

SITE NUMBER
CH48-639A

SITE ADDRESS
**1839 EVERGREEN
HOMERWOOD, IL 60430**

SHEET TITLE

**GENERAL NOTES
& CONDITIONS**

SHEET NUMBER

C-3

Item 8. H.

CABLE TRAY / ADDER NOTES

EQUIPMENT LEGEND

- 1) ALL CUT ENDS OF CABLE LADDERS TO BE FILED SMOOTH.
- 2) LADDERS TO BE PAINTED WITH MATCHING COLOR.
- 3) BOTTOM OF CABLE LADDER TO BE 1'-6" AFF, UNLESS NOTED OTHERWISE.
- 4) CORNER BRACETS TO BE ON THE OUTSIDE UNLESS THE LADDER RUNS INTERFERE, IN WHICH CASE THEY MAY BE ON THE INSIDE.
- 5) CABLE LADDER RUNS ARE TO BE ON THE TOP OF HORIZONTAL LADDERS AND AWAY FROM ADJACENT BATTERY RUNS ON VERTICAL LADDERS.
- 6) ALL JOINTS TO BE ON THE BOTTOM OF ASSEMBLY OR TOWARDS WALL.
- 7) ENDS OF ALL THREADED RODS SHALL HAVE PLASTIC COVERS.
- 8) CABLE LADDERS AND HARDWARE ARE BASED ON NEUTRON CONSTRUCTION STANDARDS CO INC. EQUIPMENT CO. LADDERS MANUFACTURED BY CENTRAL STEEL INC. OR BUNDERS ARE ACCEPTABLE - TRAY AND HARDWARE SHALL ALL BE OF THE SAME MANUFACTURER.
- 9) ALL CABLE LADDER RUNS SHALL HAVE TIEBAR STRANGERS WITH CHANNEL RUNS AT 8'-0" OC.

EQUIPMENT ROOM GROUNDING NOTES

- 1) ALL GROUND SHALL BE 2 AWG STRANDED GREEN COPPER WIRE.
- 2) VERTICAL DROPS SHALL BE 30'-0" OF 2 AWG SOLID STRANDED COPPER WIRE. CABLED TO GROUND BAR.
- 3) ALL BENDS FIFTY(50) DEGREE.
- 4) APPLY ANTI-OXIDANT COMPOUND TO ALL CONNECTIONS.
- 5) ALL GROUNDING WIRES FOR HVAC UNIT, ELECTRICAL EQUIPMENT, DOORS, CABLE TRAYS, ETC SHALL BE A 2 AWG GREEN STRANDED COPPER WIRE AND A 2-HOLE LUG.
- 6) 3/4" BARE COPPER CONDUCTORS SHALL NOT BE IN CONTACT WITH ANY DANGEROUS MATERIAL. PLACE ON STANDOFFS, IF NECESSARY TO ALLOW FOR PROPER INSTALLATION.
- 7) SHARP BENDS IN GROUNDING CONDUCTORS SHALL BE AVOIDED. 90° BENDS SHALL NOT BE USED.
- 8) ALL GROUNDING CONDUCTORS SHALL BE KEPT AS SHORT AS POSSIBLE. THE MOST PRACTICAL ROUTE SHALL BE CHOSEN WITH THE LEAST AMOUNT OF BENDS AND SPLICERS.
- 9) ALL CONNECTIONS TO GROUND BARS SHALL BE WITH A 3/4" HOLE LUG UNLESS OTHERWISE SPECIFIED.
- 10) ALL SOLID WIRE SHALL USE A 3-HOLE LONG BARREL LUG.
- 11) WHEN GROUNDING MORE THAN ONE PIECE OF EQUIPMENT, DO NOT USE THE SAME EQUIPMENT LUG. USE SEPARATE EQUIPMENT LUGS. COUPLABLE STAKIONS OF LUGS SHALL BE USED TO GET PROPER EQUIPMENT TO EQUIPMENT.
- 12) REMOVE ALL PAINT BEHIND THE SURFACE OF GROUND LUGS.

NEW PROS MINI CABINET 200A, 1 PHASE, 3W, 600V RATED WITH
INTERNAL LOAD CENTER AND SURGE SUPPRESSOR (TYPE -
NORTHERN TECHNOLOGIES)

1 3-1/2" WIDE WALL MOUNTED FULL DOWN DESK TOP,
BUDGET BUDGET CO. MODEL PD-600

2 4-1/2" WOOD LADDER WITH WALL MOUNTING HOOK

3 NOT USED

4 NOT USED

5 COMMERCIAL POWER FAILURE RELAY

6 HIGH TEMPERATURE ALARM SET AT 90 DEG. F. (HONEYWELL)

7 LOW TEMPERATURE ALARM SET AT 40 DEG. F. (HONEYWELL)

8 DOOR ALARM - TWO PIECE MAGNETIC DOOR ALARM

9 SMOKE DETECTOR W/ 2 RELAYS

10 ALARM COLLECTOR JUNCTION BOX

11 INTERIOR LIGHT SWITCH W/ 2 HOUR TIMER

12 INTERIOR LIGHT FIXTURE

13 EMERGENCY LIGHT FIXTURE

14 20V DUPLEX RECEPTACLE (HUBBELL #362 WHITE
TOTAL OF 2)

15 RECTIFIER FULL BOX

16 2-1/2" WIDE WALL MOUNTED FULL DOWN DESK TOP,
BUDGET BUDGET CO. MODEL PD-600

17 RUST 2-1/2" WIDE WALL MOUNTED FULL DOWN DESK TOP,
BUDGET BUDGET CO. MODEL PD-600

18 ANGLE BRACKET WITH HANDLE HOLD CLAMP (GRANGER
NO. 30061)

19 ETEWASH STATION

20 NOT USED

21 RUBBER BRUSH FLOOR MAT (GRANGER NO. 3 W 6B)

22 1/2" WIDE INTERIOR CABLE TRAY

23 GENERATOR RECEPTACLE - AFFLETON

NOTE:
ALL EQUIPMENT FURNISHED & INSTALLED
BY CONTRACTOR UNLESS NOTED OTHERWISE

NOTE:
ALL ECU
BY CO

FINISH MATERIAL SPECIFICATIONS

METAL DOORS
NEW 3'-0" x 7'-0" x 1-3/4" - 18 GA. STL. FACE SHTS. INSULATED
METAL DOOR (CECO DOOR PRODUCTS - REGENT, GRADE II)
FIRE RATED, FULL FLUSH FACES, CLOSER REINFORCEMENT.
PROVIDE CONTINUOUSLY WELDED 16 GA. STEEL FRAM'E (CECO
SERIES), FACTORY PRIME AND FIELD PAINT.

DOOR HARDWARE

1-1/2" PAIR STANLEY #818
NIP 1/2" X 26D - 4 1/2" x 4 1/2"
CON 1/4" OUSH
L CAN SERIES L201-26D W/ KEY OVERRIDE,
LEVER HANDLE AND BEST CORE
PERCO 771A, 6TOP 6TRIP #824V
GLYN-JONSON 1/4"
DOOR SFT. D8-6
DOOR VIEWER
LOCK GUARD;
THRESHOLD;
CLOSER;
CLOSER;
NIP 1/2" X 26D - 4 1/2" x 4 1/2"
CON 1/4" OUSH
L CAN SERIES L201-26D W/ KEY OVERRIDE,
LEVER HANDLE AND BEST CORE
PERCO 771A, 6TOP 6TRIP #824V
GLYN-JONSON 1/4"
DOOR SFT. D8-6
DOOR VIEWER
LOCK GUARD;
THRESHOLD;
CLOSER;
CLOSER;

PAINTING SPECIFICATIONS

PRIMER	ONE COAT BENJAMIN MOORE REGAL COLOR WHITE, 2.8 mil DFT/COAT
FINISH	TWO COATS BENJAMIN MOORE REGAL AQUAVELVET [®] 519 ESSENCE COLOR WHITE, 2.8 mil DFT/COAT
HTL PRIMER	ONE COAT BENJAMIN MOORE INCONCLAD KRAMBO FLAT INHIBITOR PAINT #43 COLOR WHITE, 1.2 mil DFT/COAT
HTL FINISH	TWO COATS BENJAMIN MOORE HYPERVEX COLOR GREY, 2.8 mil DFT/COAT

COMPOSITION TILE
12" x 12" x 1/8" VINYL COMPOSITION TILE ARMSTRONG 91699 -
SURFACE PREP PER MFR. SPECS. - COLOR WHITE

VINYL BASE
COVERED, CONTINUOUS ON ALL INTERIOR WALLS-ARTS-STRONG,
FLOORING BY ACRYL

[illegible]

1	NEW PRC MINI CANNIST 600A, 1 PHASE, 30L, 6000 PSI NORTHERN TECHNOLOGIES
2	NOT USED
3	NOT USED
4	NOT USED
5	COMMERCIAL POWER FAILURE RELAY
6	HIGH TEMPERATURE ALARM SET AT 500 DEG. F. (HONEYWELL)
7	LOW TEMPERATURE ALARM SET AT 40 DEG. F. (HONEYWELL)
8	DOOR ALARM - TWO PIECE MAGNETIC DOOR ALARM
9	SMOKE DETECTOR W/ 2 RELAYS
10	ALARM COLLECTOR JUNCTION BOX
11	INTERIOR LIGHT SWITCH W/ 2 HOUR TIMER
12	INTERIOR LIGHT FIXTURE
13	EMERGENCY LIGHT FIXTURE
14	12V DUPLEX RECEPTACLE (HUBBELL 75362 WHITE TOTAL OF 4)
15	WEATHER PLUG BOX
16	INTERIOR GAS BAR W/ 4" INSULATED STANDOFF AND 2 AUS INSULATED DOWNLEAD
17	TELEPHONE GROUND BAR
18	ANTENNA CABLE SURGE SUPPRESSOR MOUNTING BRACKET ASSEMBLY
19	ALARM PUNCH DOWN BLOCKS
20	20'-0" MULTI-OUTLET CONDUIT REEL
21	6" STD. WIRE JUMPER FROM BOT. GRILLE TO 2 STD. WIRE FROM MTL. MOUNTING OF FAN COIL UNIT TO 2 ST. WIRE ROUTED IN CABLE TRAY
22	BRANDIED DOOR JUMPER FROM MTL. FRAME TO MTL. DOOR
23	6" STD. GREEN BONDING CONDUCTORS FROM DOOR FRAME TO 2 STD WIRE IN CABLE TRAY-PROVIDE 2-HOLE LUG AT FRAME
24	6" STD. GREEN BONDING CONDUCTORS FROM MTL. MOUNTING OF ELECTRIC DISTRIBUTION EQUIP. TO 2 STD WIRE IN CABLE TRAY-PROVIDE 2-HOLE LUG AT FRAME
25	AIR CONDITIONING UNIT
26	HYVAC CONTROLLER - BAND TEC10
27	EXHAUST FAN - BATTERY EXHAUST FAN, GRANGER 4C446, 120V, 1/8" DTH
28	TELEPHONE EQUIPMENT BOARD 4-0"x4'-0"x1/4" FIRE RESISTANT TREATED TYPE AC PLTWOOD-PHANT WITH ONE COAT FIRE PAINT; PLATE GRITE NO. 505, WHITE
29	NOT USED
30	3'-0"x1'-0" INSULATED METAL DOOR
31	FIRE EXTINGUISHER WITH WALL MOUNTING BRACKET(CARBON DIOXIDE BLADED)
32	EXTERIOR LIGHT FIXTURE W/ MOTION DETECTOR

32) EXTERIOR LIGHT FIXTURE W/MOTION DETECTOR

T-Mobile

6550 West 89th Place
Suite 100, Chicago, IL 60631
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Rosemont, Illinois 60018
Tel. 847-730-0700
Fax 847-730-0705

PREPARED BY: AS

CHECKED BY: AS

APPROVED BY: MFB

#	DATE	REVISIONS
1		PERMIT/CONSTRUCTION
2		
3		
4		
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6		
7		
8		
9		
10		

DATE SIGNED: 8/14/05

SITE NAME
**HOTELWOOD
WATER TANK**

SITE NUMBER
CH48-639A

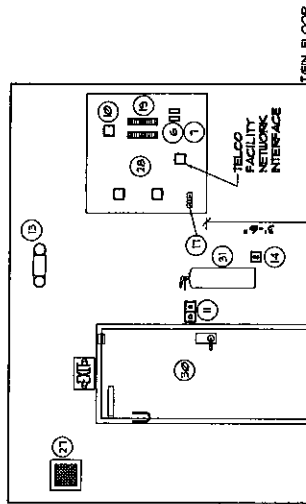
SITE ADDRESS
**18385 EVERGREEN
HOTELWOOD, IL 60436**

SHEET TITLE
**SHELTER
WALL
ELEVATIONS**

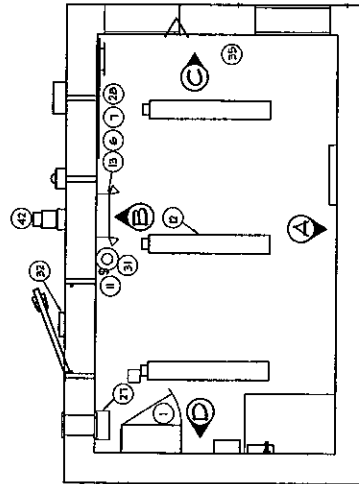
SHEET NUMBER

C-6

Item 8. H.



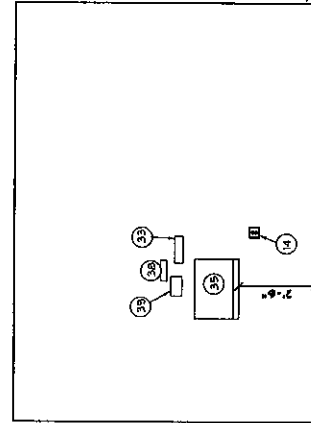
WALL "B"



WALL "C"

FIN FLOOR

NOTE:
NEW EQUIPMENT CABINETS
OMITTED FOR CLARITY



WALL "A"

SHELTER PLAN & WALL ELEVATIONS

SCALE: 1/2" = 1'-0"

Mobile

8550 W. 8th St. Suite 200
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Fax: (713) 444-5551

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9100 W. Higgins Rd., Suite 800
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PREPARED BY: AS

CHECKED BY: AS

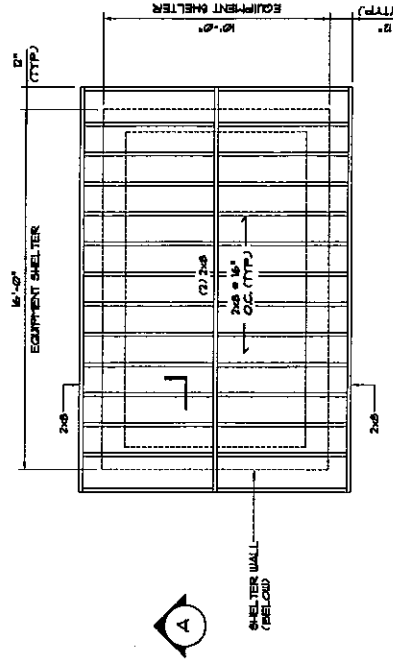
APPROVED BY: HFB

DATE REVISIONS

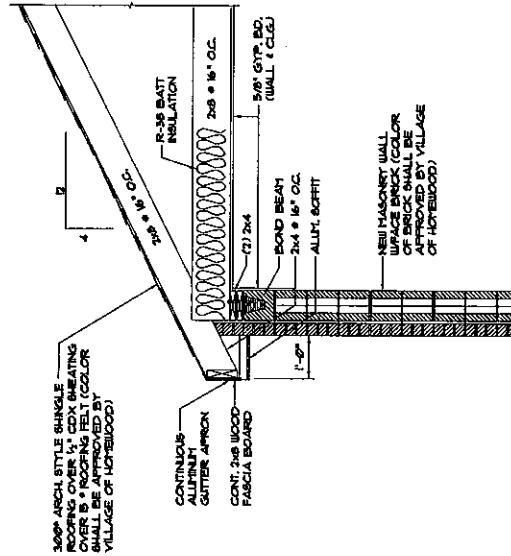
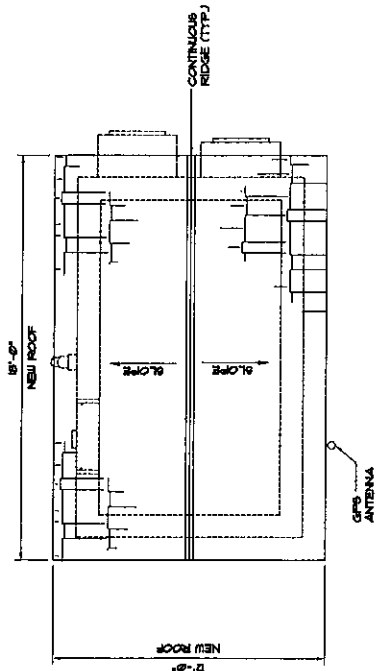
1/14/99 PRINT/CONSTRUCTION



2 ROOF FRAMING PLAN
SCALE: 3/16" = 1'-0"



1 ROOF PLAN
SCALE: 3/16" = 1'-0"



3 SECTION A
SCALE: 3/8" = 1'-0"

SHEET NUMBER

C-1

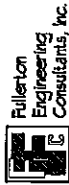
SHEET TITLE
SHELTER
ROOF PLAN
& DETAILS

SITE NAME
HOMEBROOK
WATER TANK
SITE NUMBER
CH48-639A
SITE ADDRESS
18355 EVERGREEN
HOMEBROOK, IL 60438

DATE BOKED: 1/14/99

Item 8. H.

T-Mobile
 6550 Glen Ridge Drive
 Suite 100, Chicago, IL 60631
 Office: (773) 244-5400
 Fax: (773) 444-5531
 100% RECYCLED AND SOBER-DRIVEN PAPER
 50% RECYCLED AND SOBER-DRIVEN PAPER
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 100% RECYCLED AND SOBER-DRIVEN PAPER



Rullenton Engineering Consultants, Inc.
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PREPARED BY: AG

CHECKED BY: AG

APPROVED BY: HVB

#	DATE	REVISIONS
1	11/16/09	PERMIT/CONSTRUCTION
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE SHOWN: 11/16/09

SITE NAME
HOMELAND WATER TANK

SITE NUMBER
CH48-639A

SITE ADDRESS
 18355 EVERGREEN
 HOMELAND, IL 60430

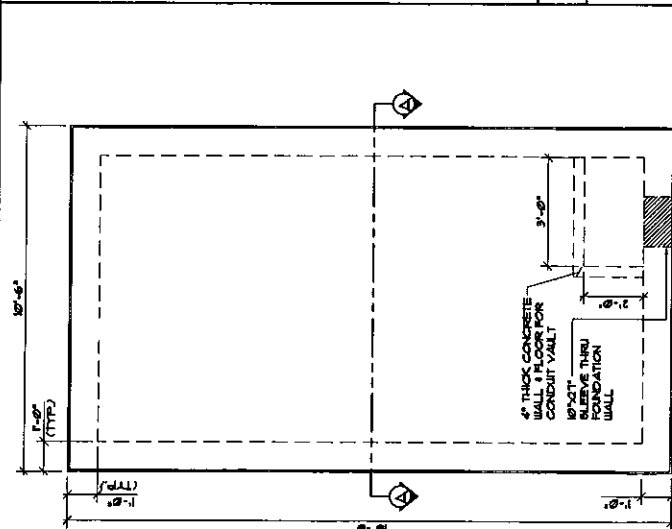
SHEET TITLE
SHELTER FOUNDATION DETAILS

SHEET NUMBER
C-8

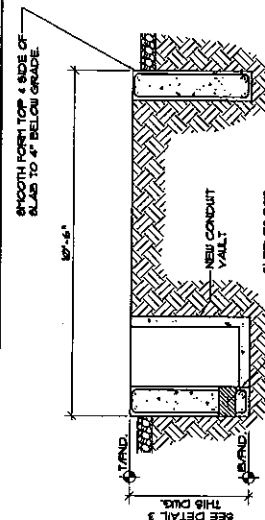
Item 8. H.

BUILDING FOUNDATION AND ANCHORING NOTES

1. WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES, SAFETY REGULATIONS AND UNLESS OTHERWISE NOTED, THE LATEST REVISION OF ACI 308 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE". PROCEDURES FOR THE PROTECTION OF EXCAVATIONS AND UTILITIES SHALL BE ESTABLISHED PRIOR TO FOUNDATION INSTALLATION.
2. CONCRETE MATERIALS SHALL CONFORM TO THE APPROPRIATE REQUIREMENTS FOR EXPOSED STRUCTURAL CONCRETE.
3. PROPORTIONS OF CONCRETE MATERIALS SHALL BE SUITABLE FOR THE INSTALLATION METHOD UTILIZED AND SHALL RESULT IN DURABLE CONCRETE FOR RESISTANCE TO LOCAL ANTICIPATED CLIMATE CONDITIONS. THE DESIGN REQUIREMENTS OF ACI 308 CHAPTER 4 SHALL BE MAINTAINED. ALL CONCRETE SHALL BE EXCEPTED AT THE SITE AS A MINIMUM ALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF FC = 3000 PSI AT 28 DAYS TESTING UNLESS NOTED OTHERWISE ON DRAWINGS.
4. MAXIMUM SIZE OF CONCRETE AGGREGATE SHALL NOT EXCEED 1/4" OF THE MINIMUM CLEARANCE BETWEEN REINFORCING. ONE THIRD CLEAR DISTANCE BETWEEN REINFORCING.
5. ALL REINFORCING STEEL SHALL BE DEFORMED AND CONFORM TO THE REQUIREMENTS OF ASTM-A-63 GRADE #40 AND BE DETAILED IN ACCORDANCE WITH ACI-308 UNLESS OTHERWISE NOTED.
6. WELDING IS PROHIBITED ON REINFORCING STEEL AND EMBEDMENTS.
7. WELDED WIRE FABRIC FOR CONCRETE SHALL CONFORM TO ASTM-A-185.
8. MINIMUM CONCRETE COVER FOR REINFORCEMENT SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
9. CONCRETE COVER FROM TOP OF FOUNDATION TO ENDS OF VERTICAL REINFORCEMENT SHALL NOT EXCEED 3 INCHES NOR BE LESS THAN 2 INCHES.
10. APPROVED SPACERS SHALL BE ATTACHED INTERMITTENTLY TO REINFORCEMENTS TO MAINTAIN 3" MINIMUM COVER FOR ALL REINFORCEMENT.
11. GENERAL CONTRACTOR SHALL CHECK WITH ARCHITECTURAL, BUILDING AND ELECTRICAL DRAWINGS FOR OPENINGS, SLEEVES, PENETRATIONS, MANHOLES AND OTHER ITEMS RELATED TO CONCRETE WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER LOCATION BEFORE PLACING CONCRETE.
12. ALL CONCRETE SHALL BE VIBRATED.
13. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE CONSTRUCTION PROJECT MANAGER PRIOR TO PLACING CONCRETE. CONSTRUCTION CONTRACTOR SHALL NOTIFY PROJECT MANAGER 48 HOURS BEFORE PLACING CONCRETE.
14. CONTRACTOR SHALL SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR APPROVAL BY ARCHITECT/ENGINEER. THE SHOP DRAWINGS SHALL BE SUBMITTED IN THE FORM OF TWO (2) BLUELINE PRINTS.
15. CONCRETE SHALL BE SAMPLE TESTED AND TESTS SUBMITTED IN ACCORDANCE WITH ASTM-C-31 AND C-39. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT.
16. READY MIX CONCRETE SHALL BE IN ACCORDANCE WITH ASTM-C-94.
17. THE BOTTOM OF THE FOUNDATION MAY BE PLACED AGAINST UNDISTURBED SOIL EXCAVATED MATERIALS, EXCEPT THAT CONTAINING ORGANICS MAY BE PLACED AS STRUCTURAL BACKFILL TO BE COMPACTED IN 8 INCH MAXIMUM LAYERS TO 95% ACCORDANCE WITH DRY TIGHTENING METHOD. ORGANICS CONTAINING ORGANICS MUST BE REPLACED WITH ENGINEERED SOIL TO BE USED AS STRUCTURAL BACKFILL MATERIAL.
18. CONSTRUCTION PROJECT MANAGER SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS AND SHELTER PLACEMENTS.
19. SHANT APPROPRIATELY TO MAINTAIN AN EVEN AND EQUALLY LOADED SUPPORT FOR SHELTER.



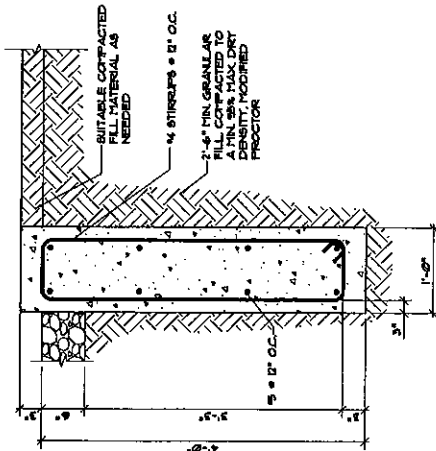
1 CONCRETE PAD PLAN
 SCALE: NTS



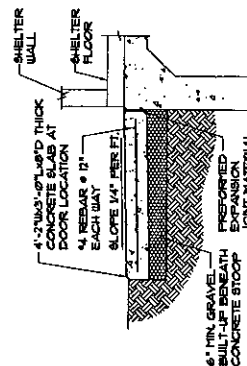
- NOTES:**
- 1) REFER TO SITE PLAN FOR SHELTER ORIENTATION.
 - 2) REMOVE ALL OLD FILL, TOPSOIL, ORGANIC MATERIAL AND PROPERLY OR EXCESSIVELY SORT OR LOOSE MATERIAL BENEATH THE FOOTINGS AND FLOOR SLAB. ANY UNSUITABLE MATERIAL THAT IS REMOVED SHALL BE REPLACED WITH ENGINEERED FILL THAT IS COMPACTED TO 95% (TRU) OF THE STANDARD PROCTOR THATCHER DRY DENSITY (ASTM D-1555).

2 SECTION "A-A"
 SCALE: NTS

3 ENLARGED DETAIL
 SCALE: NTS



NOTE:
 SEE DETAIL C-2 FOR CONCRETE SLOOP LOCATION



4 SLOOP DETAILS
 SCALE: NTS

[illegible]

GENERAL NOTES:

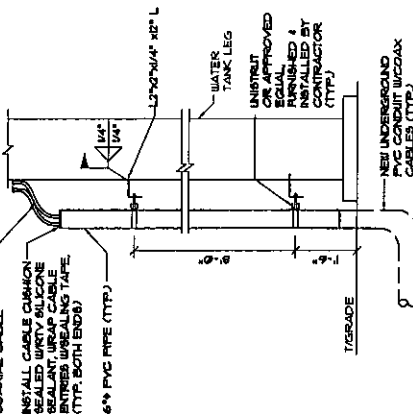
HEALTH AND SAFETY

CONTRACTOR SHALL PROVIDE ALL SAFETY EQUIPMENT AND ALL PROTECTION TO INSURE THE SAFETY OF ALL PERSONNEL DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.

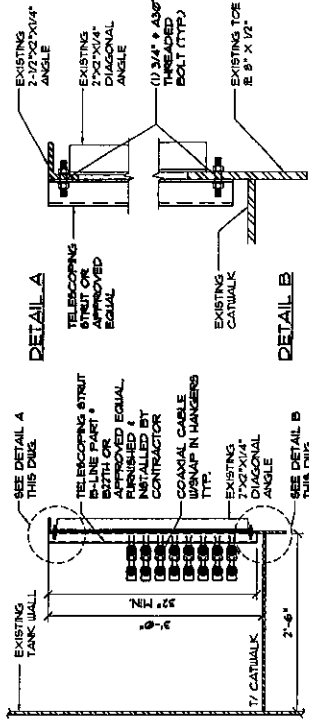
GENERAL WELDING & PAINTING NOTES

1. ALL WELDING SHALL BE IN ACCORDANCE WITH AWS D10.9, SEC. 5, WELDING, SEC. 10, INSPECTION AND SEC. 11, INSPECTION AND TESTING.
2. ALL WELDS TO THE TANK SURFACE SHALL BE MADE WITH E7018 LOW HYDROGEN ROD AND SHALL BE PROTECTED WITH AN ANODE CATHODIC PROTECTION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
3. NO WELDING SHALL BE DONE WHEN THE AMBIENT TEMPERATURE IS BELOW 31 DEGREES FAHRENHEIT UNLESS THE REQUIREMENTS OF AWS D10.9, SEC. 10.2.1 ARE FOLLOWED.
4. WELDING SHALL BE DONE IN A MANNER THAT CAUSES MINIMUM DISTURBANCE TO THE TANK SURFACES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
5. GALVANIZED COMPONENTS SHALL NOT BE WELDED DIRECTLY TO THE TANK SURFACE.
6. ALL WELDS IN THE TANK AND STRUCTURAL ATTACHMENTS SHALL BE MADE IN A MANNER THAT INSURES THE TANK SURFACES ARE PROTECTED WITHIN THE LIMITS SPECIFIED FOR EACH JOINT, AND IN STRICT ACCORDANCE WITH THE QUALIFIED WELDING PROCEDURE SPECIFICATIONS.
7. ALL WELDS FOR ANTENNA INSTALLATION SHALL BE SEAL WELDS.
8. CONTRACTOR SHALL REPAIR ALL DAMAGED PAINT AREAS OF TANK DUE TO CUTTING, WELDING AND GRINDING DUE TO THE GENERATION OF METAL SPARKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
9. CONTRACTOR SHALL REMOVE ALL METAL FLUXES IMMEDIATELY. DAMAGED PAINT SURFACES SHOULD BE REPAIRED PRIOR TO THE NEXT WORKING DAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE TANK INTERIOR WATER COMPARTMENT.
10. ALL PAINT MATERIALS & METHODS WITH TANK OWNER PRIOR TO WORK BEING DONE.

COAXIAL CABLE



DETAIL A

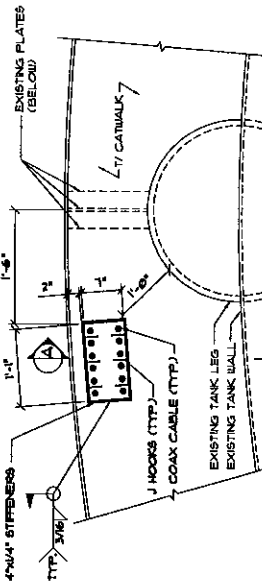


DETAIL B



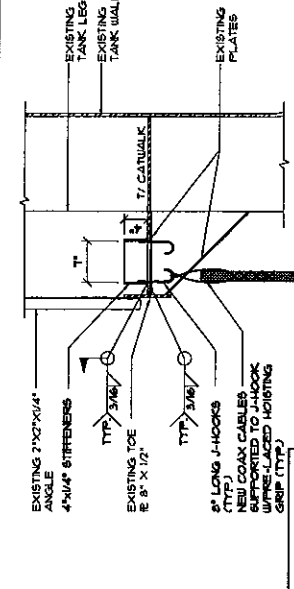
1 COAX CABLES SUPPORT ALONG WATER TANK LEG

NTS



2 CABLE SUPPORT & HANDRAIL

NTS



PLAN

SECTION A-A

3 PENETRATION & CATWALK

NTS

NOTE: PENETRATION PLATES TO BE INSTALLED ABOVE AND BELOW PENETRATIONS AND ENTIRE HEIGHT OF THE PLATES TO BE ABOVE THE EXISTING CATWALK PER OSHA REQUIREMENTS.

TF-Mobile

8850 West Bryn Mawr Ave.
Suite 1000 Chicago, IL 60643
Office: (773) 444-5400
Fax: (773) 444-5521
WE CARRY A FULL LINE OF
EQUIPMENT AND SUPPLIES FOR
THE COMMUNICATIONS INDUSTRY.
WE ARE THE ONLY COMPANY IN THE
MIDWEST THAT OFFERS A
FULL SERVICE.



**Fullerton
Engineering
Consultants, Inc.**
3100 N. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel. 847-291-0000
Fax 847-291-0005

PREPARED BY: AG

CHECKED BY: AB

APPROVED BY: HPS

#	DATE	REVISIONS
1	11/14/05	PERMIT/CONSTRUCTION

DATE SIGNED: 11/14/05

SITE NAME
**HOTELWOOD
WATER TANK**

SITE NUMBER
CH48-639A

SITE ADDRESS
**18335 EVERGREEN
HOTELWOOD, IL 60439**

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C-10

Item 8. H.



6550 West Bryn Mawr Ave.
Suite 500, Chicago, IL 60631
Phone: (773) 444-3839
Fax: (773) 444-3832

THE ENGINEER AND ARCHITECT ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THESE PLANS UNLESS INDICATED OTHERWISE.



Fullerton
Engineering
Consultants, Inc.
9100 W. Higgins Rd., Suite 800
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Tel. 847-238-0200
Fax 847-238-0205

PREPARED BY: AG

CHECKED BY: AB

APPROVED BY: HFB

#	DATE	REVISIONS
1	11/11/09	FOR INFORMATION
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE SIGNED: 11/11/09

SITE NAME
HONEYWOOD
WATER TANK

SITE NUMBER
CH48-639A

SITE ADDRESS
18355 EVERGREEN
HONEYWOOD, IL 60439

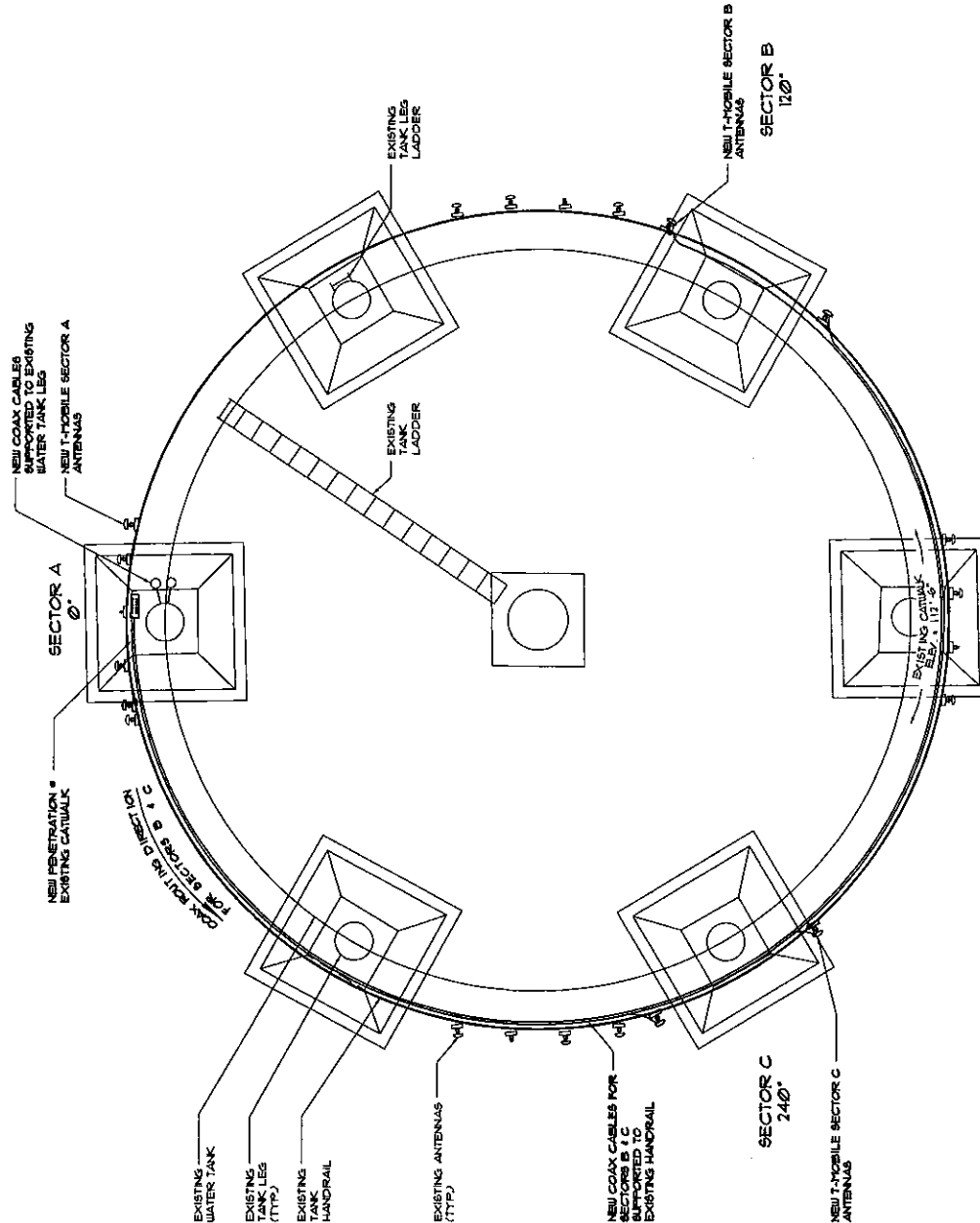
SHEET TITLE

COAX CABLE
ROUTING & CATWALK

SHEET NUMBER

C-11

Item 8. H.



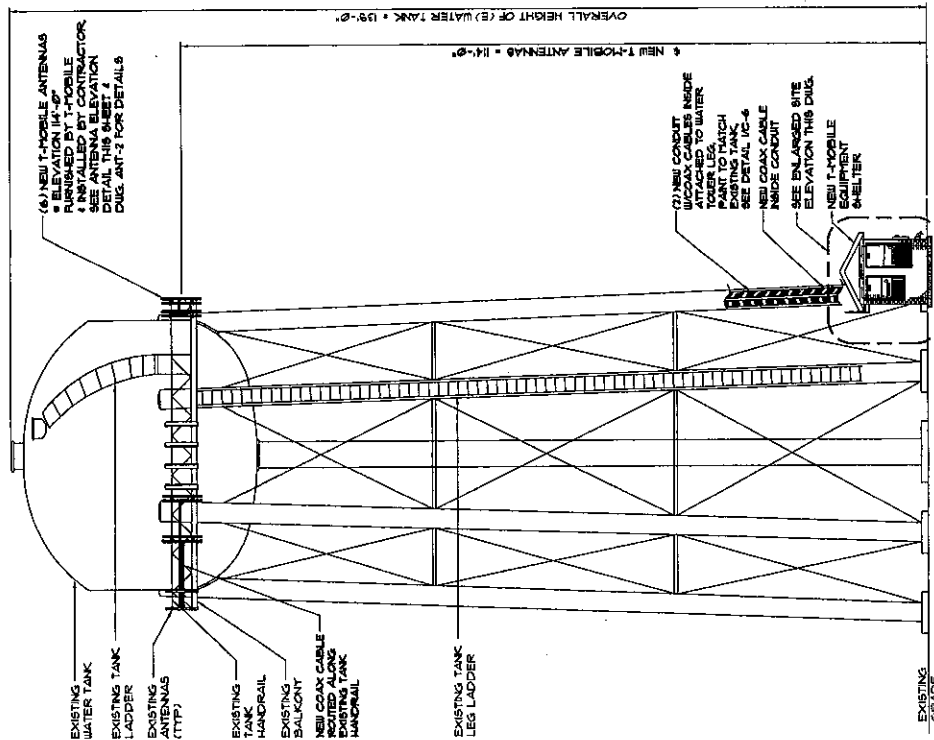
COAX CABLE ROUTING & CATWALK
N.T.S.

ANTENNA NOTES:

- 1- THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
- 2- CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PROJECT MANAGER.
- 3- ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

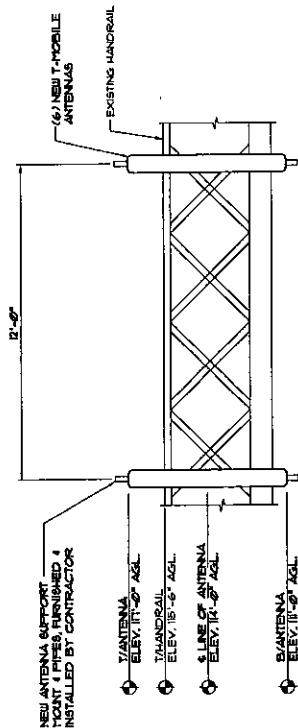
STRUCTURAL NOTES:

- 1- STRUCTURAL CALCULATION PREPARED BY FULLERTON ENGINEERING CONSULTANTS, INC. DATED AUGUST 11, 2008. CONTRACTOR TO VERIFY WITH T-MOBILE PROJECT MANAGER TO OBTAIN A COPY.
- 2- CONTRACTOR TO REFER TO STRUCTURAL CALCULATION FOR ALL LOADS. NO ERECTION OR MODIFICATION OF TANK SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

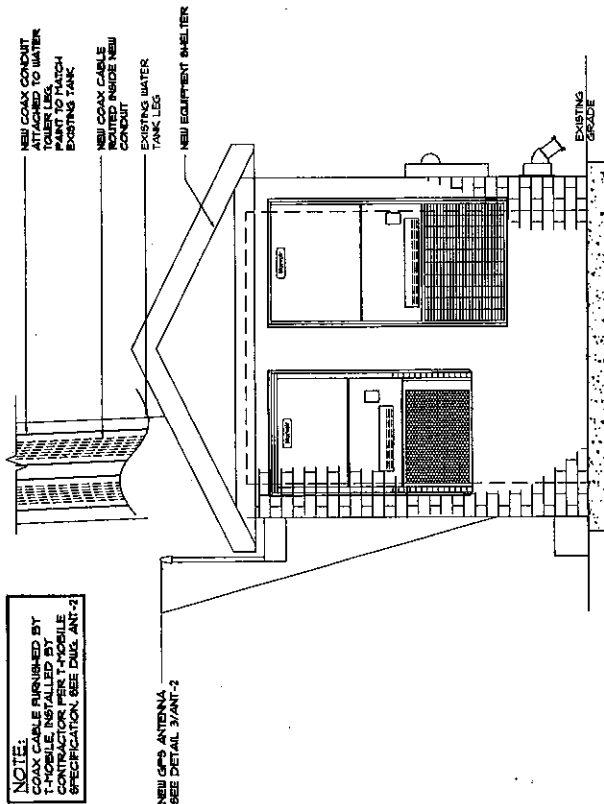


1 SITE ELEVATION
NTS

- NOTES:**
- 1) ALL ANTENNAS, COAX CABLES, JOINTS AND ANTENNAS BRACKETS SHALL BE PAINTED TO MATCH WATER TANK EXTERIOR FINISHES.
 - 2) PRIOR TO CONSTRUCTION CONTRACTOR SHALL NOTIFY T-MOBILE REPRESENTATIVE OF CONSTRUCTION SCHEDULE.
- CONTACT: JOE HOBAN
COMPANY: DIXON ENGINEERING
TEL: 414-423-3400



2 ELEVATION DETAIL
NTS



3 TYPICAL ELEVATION
NTS

T-Mobile

8550 West Bryn Mawr Ave.
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Fullerton Engineering Consultants, Inc.

5100 W. Higgins Rd. Suite 800
Rosemont, Illinois 60018
Tel: 847-733-0200
Fax: 847-733-0205

PREPARED BY: AG
CHECKED BY: AB
APPROVED BY: HFB

#	DATE	REVISIONS
1	11/1/08	PERMIT/CONSTRUCTION

DATE SIGNED: 11/1/08

SITE NAME:
HOMEWOOD WATER TANK

SITE NUMBER:
CH48-639A


SITE ADDRESS:
1838 EVERGREEN HOMEWOOD, IL 60436

SHEET TITLE:
SITE ELEVATION & ANTENNA DETAILS

SHEET NUMBER:
ANT-1

Item 8. H.

T-Mobile
8550 West Bryn Mawr Ave.
Suite 1000 Chicago, IL 60631
OFFICES (773) 444-5600
FAX (773) 444-5591




**Fullerton
Engineering
Consultants, Inc.**

9700 W. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel. 847-292-0700
Fax 847-292-0705

PREPARED BY: AG
CHECKED BY: AB
APPROVED BY: HMB

#	DATE	REVISIONS
	11/1/05	PERMIT/CONSTRUCTION

DATE SIGNED:	11/10/05
	

SITE NAME HOMELWOOD WATER TANK	SITE NUMBER CH48-639A	SITE ADDRESS 16395 EVERGREEN HOMELWOOD, IL 60430
--	---------------------------------	--

SHEET TITLE
**ANTENNA /
 COAX DETAILS**

ANTENNA SCHEDULE				
SECTOR	A	B	C	
ANTENNA 1 ANTENNAS PER SECTOR	2	2	2	
RESERVED ANTENNAS PER SECTOR	0	0	0	
ANTENNA MTR	B75	B75	B75	
ANTENNA MODEL No.	8004-1P 8022P	8004-1P 8022P	8004-1P 8022P	
ELEPH	0'	00'	240'	
ELECTRICAL DOWNTILT	2°	3°	2°	
MECHANICAL DOWNTILT	0°	0°	0°	
BRACKET	DOWNTILT	DOWNTILT	DOWNTILT	
MODEL No.	BRACKET	BRACKET	BRACKET	

COAX SCHEDULE			
SECTOR	FUNCTION	DIAMETER	LENGTH
A	LNA JUPITER (NO ANTENNA)	1/2" +	3'-0"
	MAIN COAX (FEED COAX)	1/2" +	6'-0"
	ANTENNA JUPITER	1/2" +	6'-0"
	MAIN COAX	7/8" +	148'-0"
B	B7S JUPITER	1/2" +	8'-0"
	LNA JUPITER (NO ANTENNA)	1/2" +	3'-0"
	ANTENNA JUPITER	1/2" +	6'-0"
	MAIN COAX	7/8" +	162'-0"
C	B7S JUPITER	1/2" +	8'-0"
	LNA JUPITER (NO ANTENNA)	1/2" +	3'-0"
	ANTENNA JUPITER	1/2" +	6'-0"
	MAIN COAX	7/8" +	148'-0"
B7S JUPITER			
B7S JUPITER			

*FIELD FABRICATE B7S JUPITERS

[illegible]

NOTES:

1. LABEL EACH ANTENNA FRONT & BACK W/ BLACK LETTERING AS SHOWN IN ANTENNA PLATFORM ELEVATION. LETTERSET BRAND, 3" HIGH, OUT-DOOR LETTERING OR APPROVED EQUAL TO BE USED. LETTERING TO BE VISIBLE FROM GROUND USING BINOCULARS.

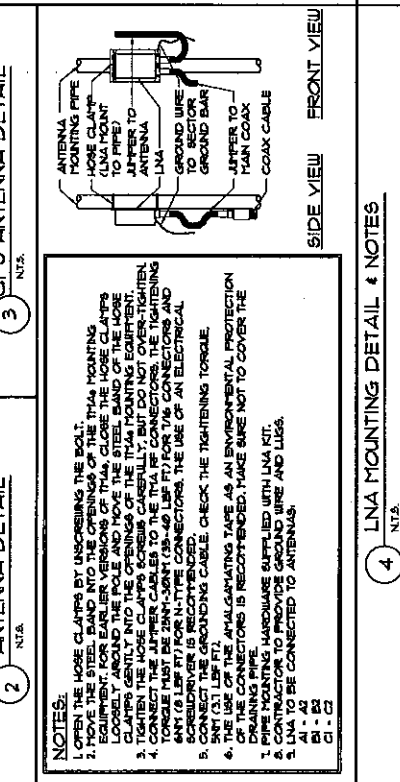
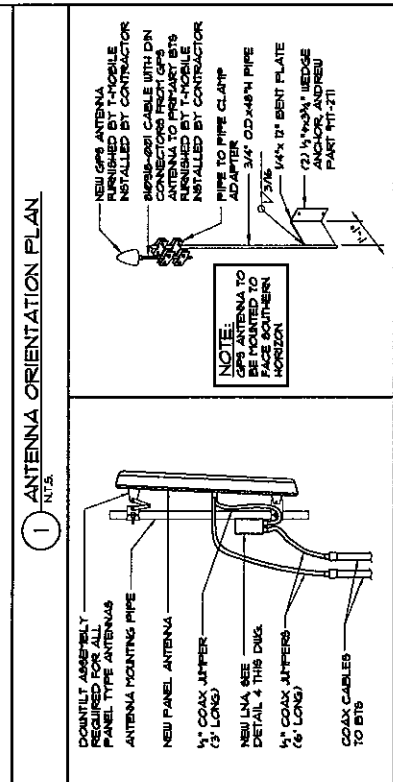
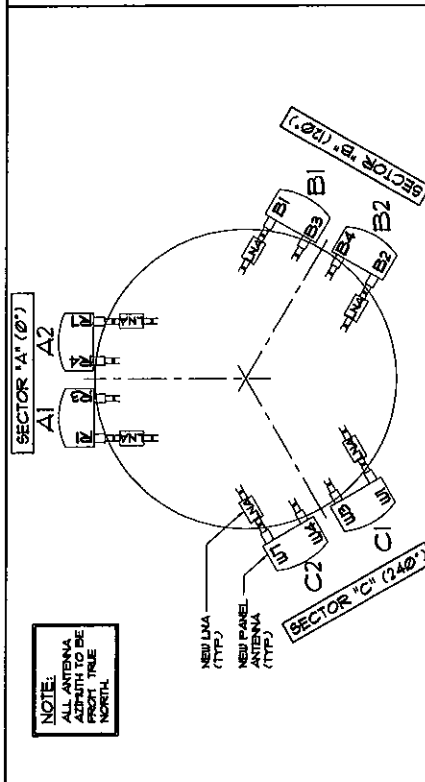
2. CONTRACTOR TO VERIFY W/ T-HOBILE RE ENGINEER ANTENNA TYPE, ANTENNA AZIMUTH AND DOWN TILT PRIOR TO INSTALLATION

MAIN COAX COLOR CODE SCHEDULE				
RECTOR	FUNCTION	REFERENCE	ANTENNA	* OF RINGS COLOR
A	THURX MAIN	MAIN	A1	1 BLUE
	THURX DIVERSITY	SECONDARY	A2	2 BLUE
	TH3	RESERVE	A1	3 RED
	TH4	RESERVE	A2	4 RED
B	THURX MAIN	MAIN	B1	1 BLUE
	THURX DIVERSITY	SECONDARY	B2	2 BLUE
	TH3	RESERVE	B1	3 BLUE
	TH4	RESERVE	B2	4 BLUE

C	TOXIC MAIN TOXIC DIVERSITY TDX TDX	MAIN SECONDARY RESERVE RESERVE	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	1 WHITE 2 WHITE 3 WHITE 4 WHITE
---	---	---	--	--

NOTES:

- 1 TOXIC CABLE AND JUNCTION SHALL BE MARKED AT BOTH THE TOP AND THE BOTTOM OF FRONT EACH END.
- 2 TAPES RINGS MUST BE VINYL (WITH PINOCULARS) FRONT GROUND AND BE COLORED IN ACCORDANCE WITH THE ABOVE TABLE.



T-Mobile

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**Fullerton
Engineering
Consultants, Inc.**
9100 W. Higgins Rd., Suite 800
Rosemont, Illinois 60018
Tel: 847-793-0000
Fax: 847-793-0005

PREPARED BY: AS

CHECKED BY: AS

APPROVED BY: HFB

#	DATE	REVISIONS
1	10/09	PERMIT/CONSTRUCTION

DATE SIGNED: 10/09

SITE NAME
**HOMELAND
WATER TANK**

SITE NUMBER
CH48-639A

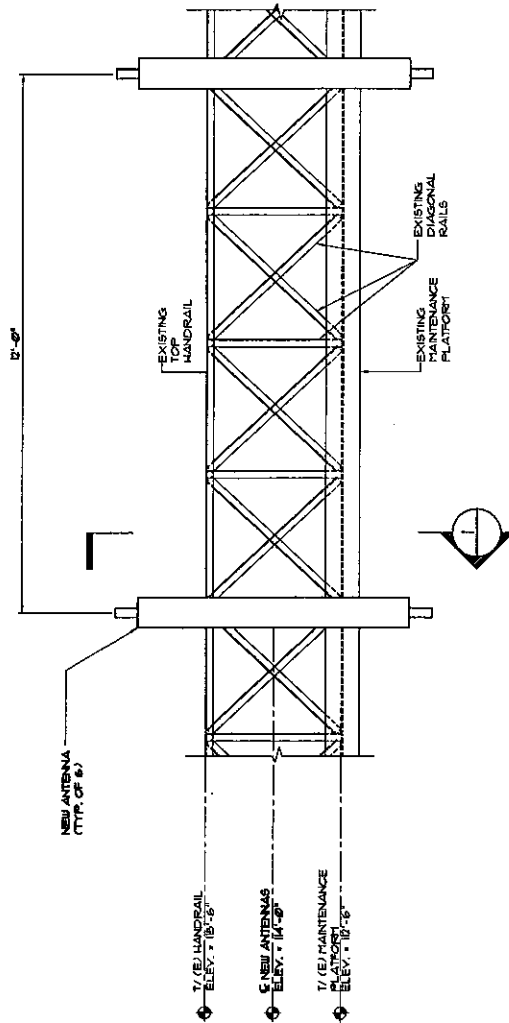
SITE ADDRESS
**19325 EVERGREEN
HOMELAND, IL 60430**

SHEET TITLE
**ANTENNA
MOUNTING DETAILS**

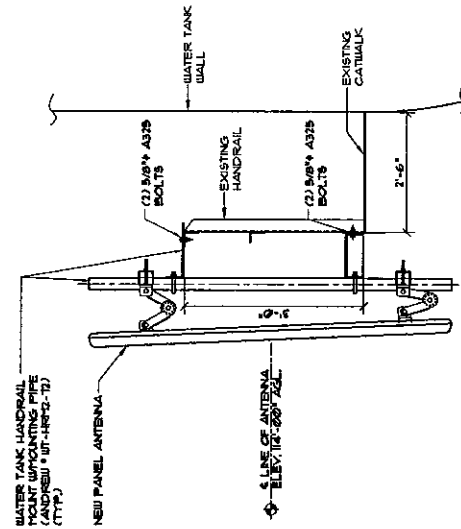
SHEET NUMBER

S-2

Item 8. H.



1 TYPICAL SECTION ELEVATION
SCALE: 1/2" = 1'-0"



2 SECTION
SCALE: 1/2" = 1'-0"

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FAX: (773) 444-5521

WE LOCATED AND VERIFIED THE LOCATION OF ALL UTILITIES SHOWN ON THIS PLAN. THE INFORMATION WAS OBTAINED FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE INFORMATION WAS OBTAINED FROM THE RECORD DRAWINGS AND FIELD SURVEY. THE INFORMATION WAS OBTAINED FROM THE RECORD DRAWINGS AND FIELD SURVEY.



Fullerton Engineering Consultants, Inc.
9120 W. Higgins Rd., Suite 200
Rosemont, Illinois 60018
Tel. 847-792-0100
Fax 847-792-0105

PREPARED BY: AS
CHECKED BY: AS
APPROVED BY: MFS

#	DATE	REVISIONS
1	11/14/95	ISSUED FOR PERMIT/CONSTRUCTION

DATE SIGNED: 11/14/95

SITE NAME
HOMWOOD WATER TANK

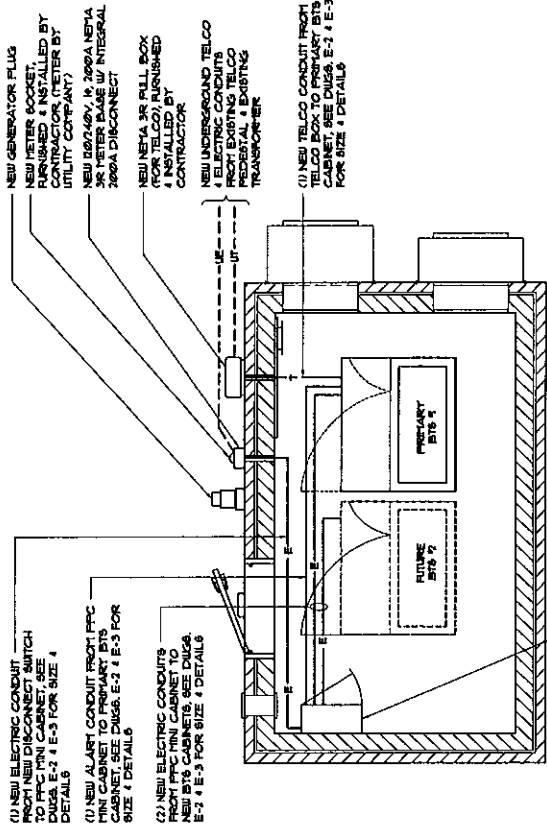
SITE NUMBER
CH48-693A

SITE ADDRESS
19399 EVERGREEN
HOMWOOD, IL 60439

SHEET TITLE
UTILITY SITE PLAN

SHEET NUMBER
E-1

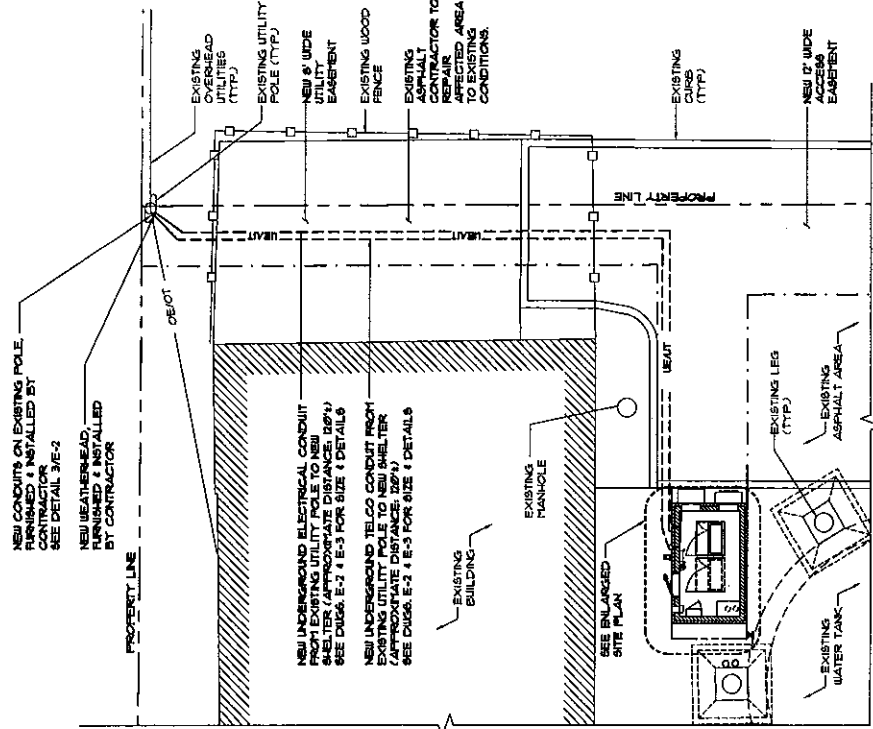
Item 8. H.



NEW PFC MINI CABINET FURNISHED & INSTALLED BY CONTRACTOR, SEE DETAILS E-2 & E-3 FOR SIZE & DETAILS

NOTES:

- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROPERTY OWNER & NECESSARY UTILITY COMPANIES FOR THE LOCATION OF ALL EXISTING BELOW GRADE UTILITIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT.
- CONTRACTOR TO COORDINATE UTILITY COMPANY FIELD REPRESENTATIVE TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE POWER AND ALL HOODUP COSTS TO BE PAID BY CONTRACTOR.
- CONTRACTOR TO VERIFY LOCAL UTILITY REQUIREMENTS FOR DEPTH, SIZE & SEPARATION OF CONDUITS PRIOR TO INSTALLATION. NOTIFY CONTRACTOR MANAGER IMMEDIATELY OF ANY DISCREPANCIES.
- CONTRACTOR TO CALL JULIE (800)-893-8933 48 HRS PRIOR TO EXCAVATING FOR UNDERGROUND UTILITY LOCATIONS. LOCATION SURROUNDING EXCAVATED AREA MUST BE PRIVATELY LOCATED FOR NON-PUBLIC UTILITIES.



NOTE:
PROPOSED UTILITY SERVICES SHOWN NEED TO BE VERIFIED & APPROVED BY THE PROPERTY OWNER & NECESSARY UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY THE CONSTRUCTION OF THIS PROJECT. VERIFY WITH T-MOBILE PROJECT MANAGER TO OBTAIN FINAL APPROVAL.

NOTE:
THESE SHOWN DO NOT REPRESENT THE EXACT LOCATION OF THE UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION. VERIFY WITH T-MOBILE PROJECT MANAGER TO OBTAIN FINAL APPROVAL.

① UTILITY SITE PLAN
SCALE: 1"=30'-0"

② ENLARGED UTILITY SITE PLAN
SCALE: 1/8"=1'-0"

Item 8. H.

286

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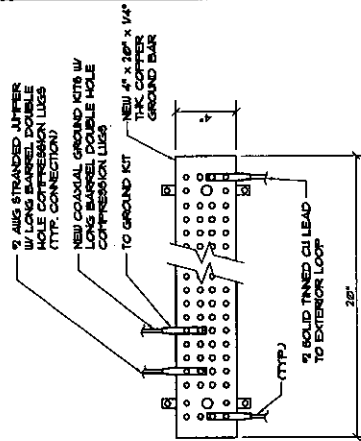
PREPARED BY: AS	
CHECKED BY: AS	
APPROVED BY: MTS	
#	DATE
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DATE SIGNED: 11/14/09
SITE NAME HOMELAND WATER TANK
SITE NUMBER CH49-639A
SITE ADDRESS 18385 EVERGREEN HOMELAND, IL 60430
SHEET TITLE GROUNDING DETAILS
SHEET NUMBER EG-3

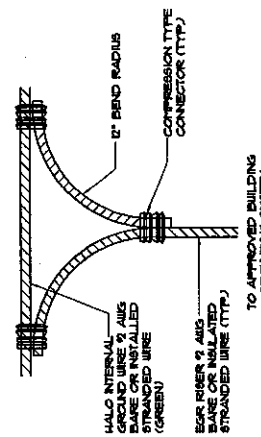
Item 8. H.

NOTES:

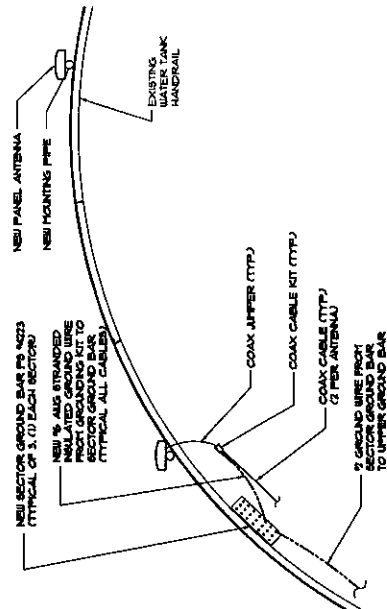
1. ALL HARDWARE SHALL BE 16-8 STAINLESS STEEL INCLUDING WASHERS. COAT ALL SURFACES WITH ANTI-OXIDATION COMPOUND (NOR-SEAL OR EQUAL) BEFORE MATING.
2. FOR GROUND BOND TO STEEL ONLY, INSERT A DRAGON BOND (NOR-SEAL OR EQUAL) BETWEEN CONTACT SURFACES WITH ANTI-OXIDATION COMPOUND (NOR-SEAL OR EQUAL) BEFORE MATING.
3. ALL HOLES SHALL BE COUNTERSUNK 1/8"



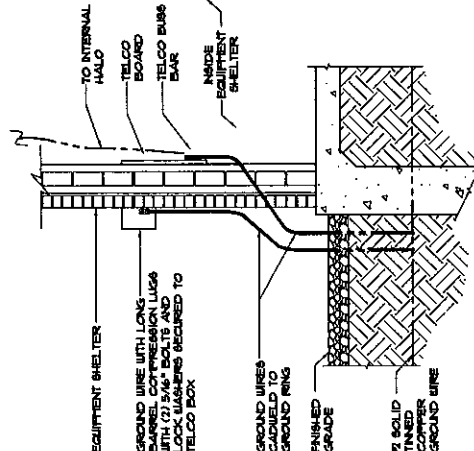
3 GROUND BAR ELEVATION
SCALE: N.T.S.



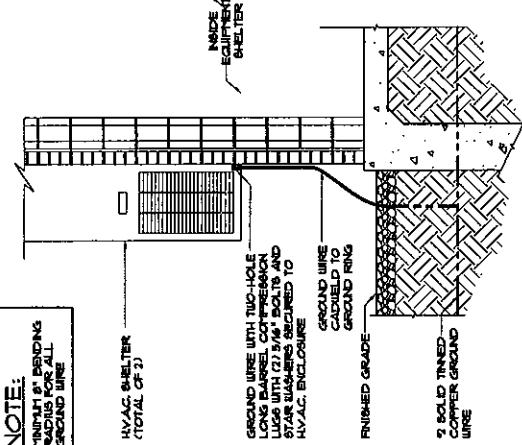
4 NON-DIRECTIONAL HALO SPLICE
SCALE: N.T.S.



1 GROUNDING @ ANTENNAS
SCALE: N.T.S.



3 TYPICAL TELEPHONE SERVICE GROUND DETAIL
SCALE: N.T.S.



NOTE:
MINIMUM 8" BENDING RADIUS FOR ALL GROUND WIRE

1 TYPICAL H.V.A.C. GROUNDING DETAIL
SCALE: N.T.S.

T-Mobile

8550 Lakeside Blvd. Suite 100
Chicago, IL 60653
Tel: (773) 444-5400
Fax: (773) 444-3331

100% COMPLETE AND INSPECTION APPROVED
100% COMPLETE AND INSPECTION APPROVED
100% COMPLETE AND INSPECTION APPROVED
100% COMPLETE AND INSPECTION APPROVED



Fullerton Engineering Consultants, Inc.
1100 W. Higgins Rd. Suite 600
Rosemont, Illinois 60018
Tel: 847-290-0000
Fax: 847-290-0005

PREPARED BY: AG

CHECKED BY: AB

APPROVED BY: JHB

#	DATE	REVISIONS
1		REVISIONS
2		REVISIONS
3		REVISIONS
4		REVISIONS
5		REVISIONS
6		REVISIONS
7		REVISIONS
8		REVISIONS
9		REVISIONS
10		REVISIONS

DATE SIGNED: 1/2/05

SITE NAME
HOMERWOOD WATER TANK

SITE NUMBER
CH48-699A

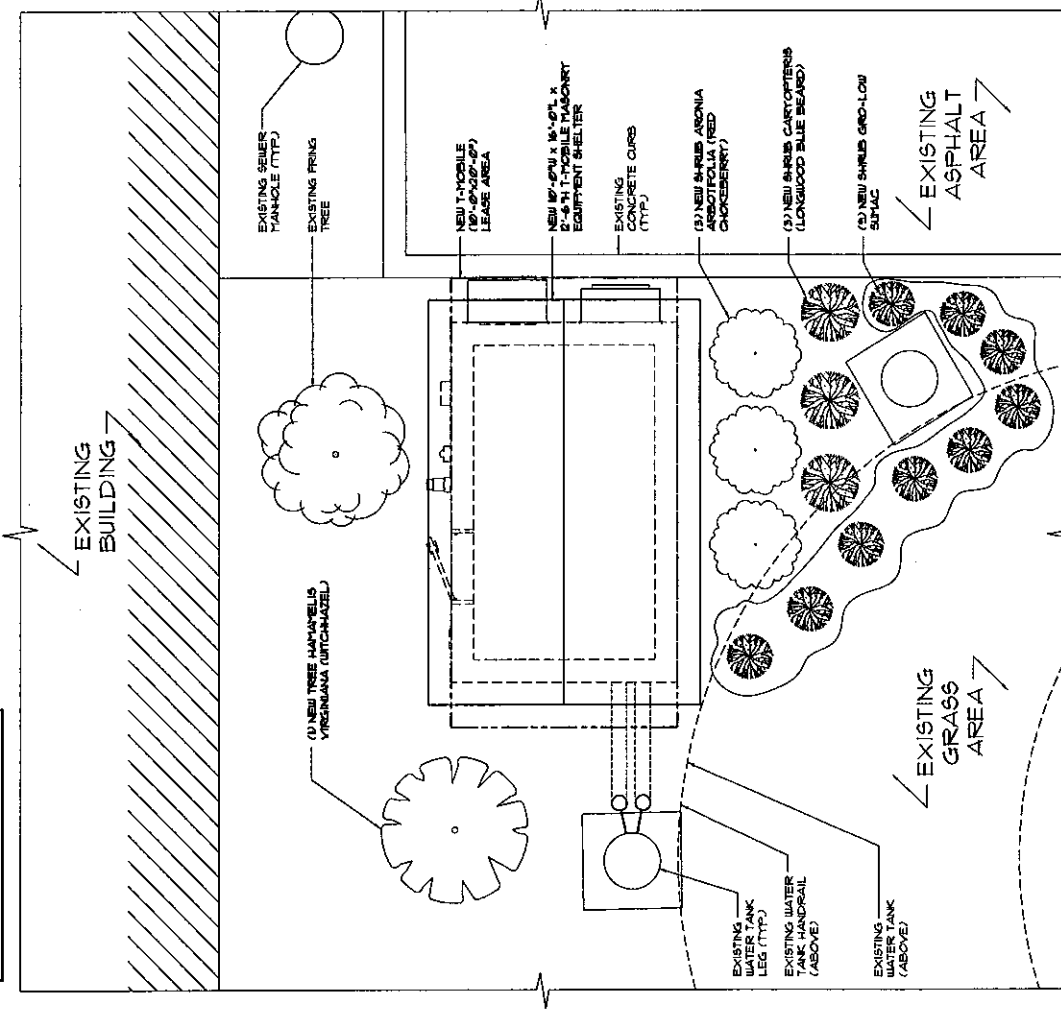
SITE ADDRESS
10305 EVERGREEN HOMERWOOD, IL 60430

SHEET TITLE
LANDSCAPING PLAN

SHEET NUMBER
L-1

Item 8. H.

NOTE:
NEW ANTENNAS NOT SHOWN FOR CLARITY.
SEE DRAWING SET FOR DETAILS.



LANDSCAPING PLAN
SCALE 3/8"=1'-0"

LEASE AGREEMENT

EXHIBIT C

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into this 8th day of November, 2005 between, VoiceStream GSM I Operating Company, a corporation dually organized and existing under the laws of the State of Delaware ("Lessee"), and the VILLAGE OF HOMEWOOD, and Illinois municipal corporation ("Lessor").

A. Lessor and Lessee have entered into a certain Lease Agreement pursuant to which Lessor leased to Lessee certain real property ("Premises") located in the County of Cook, State of Illinois, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

B. The parties desire to enter into this Memorandum of Agreement for the purpose of setting forth certain terms and conditions of the Lease; and

C. The parties have executed the lease and Lessee and Lessor now desire to execute this Memorandum to provide constructive knowledge of Lessee's lease of the Premises.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows.

1. Lease of Premises. Lessor leases to Lessee, and Lessee leases from Lessor, the Premises for a term of ten (10) years, commencing on the _____ day of _____, _____ ("Commencement Date") and terminating on the _____ day of _____, _____ upon the terms and conditions set forth in the Lease. Lessee shall have the right to renew this Lease for three (3) additional five (5)-year terms.

2. Provisions Binding on Lessor. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns, subject to the provisions of the Lease.

3. Governing Law. This Memorandum and Lease are governed by the laws of the state of Illinois.

VILLAGE OF HOMEWOOD

By: 

Name: Richard A. Hofeld

Title: Village President

VOICESTREAM GSM I OPERATING
COMPANY, LLC

By: 

Name: _____

Greg Cisewski

Vice President

Title: _____

Engineering & Operations-Midwest

EXHIBIT D

**VILLAGE OF HOMEWOOD MINUTES
AUTHORIZING EXECUTION OF THIS AGREEMENT**

**VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES
REGULAR MEETING
TUESDAY, NOVEMBER 8, 2005
VILLAGE HALL BOARD ROOM**

CALL TO ORDER: President Hofeld called the meeting to order at 7:32 p.m. There were 17 people in the audience and one member from the press.

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

ROLL CALL: Those responding to the Roll Call were Trustees Ray Robertson, Carol Gelman, Ralph DeWitt, Gail Bibb, and Glenn Tienstra, and President Richard Hofeld. Absent was Trustee Peggy Schultz.

INTRODUCTION OF STAFF: President Hofeld introduced the following staff that were present: Village Manager Mark Franz, Village Attorney Walter Cummings, Police Chief Larry Burnson, Director of Finance Dennis Bubenik, Director of Public Works John Schaefer and Assistant to the Village Manager Jim Marino.

MINUTES: A motion was made by Trustee Bibb, second by Trustee Tienstra, to approve the minutes of the Board of Trustees Regular Meeting held on Tuesday, October 11, 2005. ***Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.***

MINUTES: A motion was made by Trustee DeWitt, second by Trustee Bibb, to approve the minutes of the Board of Trustees Regular Meeting held on Tuesday, October 25, 2005. ***Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bib, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.***

CLAIMS LIST: A motion was made by Trustee Robertson, second by Trustee Gelman, to approve the Claims List of Tuesday, November 8, 2005, in the amount of \$802,238.14. ***Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.***

APPOINTMENTS: None were made.

PRESENTATIONS:

- A. **MEET YOUR MERCHANTS:** No one came forward.
- B. **OATH OF OFFICE:** Kelly Henry, newly appointed Full Time Police Officer was introduced, sworn in and greeted by the Board.
- C. **RESOLUTION NO. R-1912:** A motion was made by Trustee Gelman, second by Trustee Tienstra, to approve Resolution No. R-1912, a resolution honoring

William S. Webb. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

Village Clerk Campbell read the resolution honoring William S. Webb for thirty-seven years of dedicated service to the Village of Homewood. Mr. Webb was congratulated by the Board.

HEAR FROM THE AUDIENCE: Questions were answered regarding the parking in town, and the audience was informed that the same number of spaces (2) will be available for seniors.

OMNIBUS VOTE: A motion was made by Trustee DeWitt, second by Trustee Robertson, to pass, approve, accept, or award the following items "A" through "F":

A. DECLARATION OF TIF SURPLUS FUNDS:

1. ORDINANCE NO. M-1656: An ordinance declaring surplus funds in the Washington Park Tax Increment Financing District and providing for the distribution of those funds.
2. ORDINANCE NO. M-1657: An ordinance declaring surplus funds in the Central Business District Tax Increment Financing District and providing for the distribution of those funds.

B. ORDINANCE NO. M-1658/PARKING VARIANCE/JJ FISH/18226 HALSTED STREET: An ordinance granting a variance for 12 parking spaces to operate a carry-out restaurant at 18226 Halsted Street in Homewood, Cook County, Illinois.

C. T-MOBILE LEASE AGREEMENT: Authorizing the Village President to enter into a Lease Agreement between the Village of Homewood and Voicestream, d/b/a T-Mobile, to allow T-Mobile to install 6 antennas on the water tower located at the landscape and maintenance building on Pierce Avenue and construct an equipment shelter under the water tower.

D. CINGULAR LEASE AGREEMENT: Authorizing the Village President to enter into a Lease Agreement between the Village of Homewood and New Cingular Wireless to allow Cingular to install up to nine antennas on the top of the water tower located at the landscape and maintenance building on Pierce Avenue and construct an equipment shelter under the water tower.

E. IDOT 10-YEAR INTERGOVERNMENTAL MAINTENANCE AGREEMENT: Authorizing the Village President to enter into a 10-year Intergovernmental Agreement with the Illinois Department of Transportation for maintenance of State-owned roadways throughout Homewood.

F. EMERGENCY VEHICLE PRE-EMPTIVE DEVICE/175TH AND ASHLAND/LETTER OF AGREEMENT: Authorizing the President and Village Clerk to enter into a Letter of Agreement to bind the Village of Homewood and the County of Cook to installing an Emergency Vehicle Pre-emptive Device (EVPD) System

requested by the Village on the new traffic signal proposed at the intersection of Ashland Avenue at 175th Street.

Items C and D will need the final site approval of the Director of Public Works prior to approval. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

OLD BUSINESS

RAIL PLATFORM CONCEPTUAL APPROVAL: Village Manager Mark Franz led the discussion, and a motion was made By Trustee Bibb, second by Trustee Tienstra, granting conceptual approval of the Rail Platform project. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

NEW BUSINESS

HOME BASED BUSINESS/DOG DAY CARE/1438 RIDGE ROAD:

- A. DISCUSSION: President Hofeld began the discussion stating that he is a dog lover, but could not agree to this proposal for a dog care for thirteen dogs in a residential home. Then the request came from Debbie and Frank Alesia and they spoke of a Class II Home Based business Permit to operate a Dog Day Care Center at their home located at 1438 Ridge Road.
- B. ORDINANCE PREPARATION: A motion to deny the request for a Home Based Business, Class II Permit, for a Dog Day Care Center at 1438 Ridge Road was made by Trustee Dewitt, second by Trustee Robertson. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion was denied.*

TAX LEVY 2005: Director of Finance Dennis Bubenik led the discussion, and a motion was made by Trustee Tienstra, second by Trustee DeWitt, accepting the 2005 Tax Levy at an increase of 4.99%. *Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.*

MANAGER'S REPORT: The Manager's Report of Friday, November 4, 2005 had no additions.

GENERAL BOARD DISCUSSION: Trustee Tienstra expressed condolences to Chief Presnak and his family at the passing of his mother. Trustee Tienstra asked numerous questions of staff regarding the E-COM Center. He asked for clarification of the start-up costs, and projected cost savings of E-COM center. He expressed concern that information was not given in a timely manner to the Board. The Board expressed pleasure with the Rail Committee and their diligent work towards the creation of the Rail Park and viewing platform. The consensus of the Board is that the dog day care is a good idea, and a good plan; however *not* in the residential area of the Village.

ADJOURN: President Hofeld asked for a motion to adjourn, and a motion was made by Trustee DeWitt, second by Trustee Tienstra. **Roll Call: AYES: Trustees Robertson, Gelman, DeWitt, Bibb, and Tienstra. NAYS: None. ABSENT: Trustee Schultz. Motion Carried.** The meeting adjourned at 9:25 p.m.


Village Clerk



Village of Homewood

2020 CHESTNUT ROAD
HOMEWOOD, ILLINOIS 60430-1776
708-798-3000

I hereby certify that the attached is a
true and accurate copy of the minutes of the
Board of Trustees Meeting of November 8, 2005,
approved by the President and Board of Trustees
of the Village of Homewood
on December 13, 2005.


Deputy Village Clerk

LEASE AGREEMENT

EXHIBIT E

AFFIDAVIT REGARDING DELINQUENT TAXES

STATE OF ILLINOIS)

) SS

COUNTY OF COOK).

I, the undersigned affiant, being first duly sworn on oath, do hereby depose and say that I am the vice president of engineering operations for lessee, a corporation dually organized and existing under the laws of the State of Delaware ("Company") and that I am authorized to make the following representations on behalf of Company pursuant to Section 11-42.1-1 of the Illinois Municipal Code (P.A. 86-1039):

Choose One:

☒ Company is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue, but is contesting its liability for such tax or taxes or the amount of such tax or taxes in accordance with the procedures established by the appropriate Revenue Act.

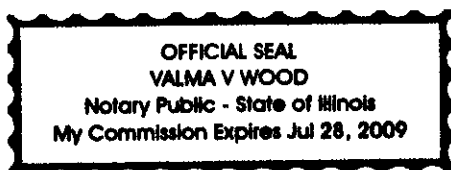
☐ Company is delinquent in the payment of a tax or taxes administered by the Department of Revenue and (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and (2) is in compliance with such agreement.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 7th day of December, 2005.

Voicescreen CSN T-Printing, CO, a corporation dually organized and existing under the laws of the State of Delaware ("Lessee")

By: [Signature]Name: Greg Ciesewski

Subscribed and sworn this 7 day of Dec, 2005, before me a notary public in and for the State of Illinois and County of Cook, who hereby certifies under official seal that I am duly authorized by the laws of said state to administer oaths in said county.



[Signature]
Notary Public

My commission expires: 7-28-09

LEASE AGREEMENT

EXHIBIT F

METRICOM BANKRUPTCY COURT ORDER

MURPHY SHENEMAN JULIAN & ROGERS
 A Professional Corporation
 MARGARET SHENEMAN (S.B. No. 072718)
 JOHN F. SULLIVAN (S.B. No. 175236)
 KEITH A. MCDANIELS (S.B. No. 189213)
 101 California Street, Suite 3900
 San Francisco, CA 94111
 Telephone Number: (415) 398-4700
 Facsimile Number: (415) 421-7879

FILED

JAN 24 2002

CLERK
 United States Bankruptcy Court
 San Jose, California

Reorganization Counsel for the Debtors
 METRICOM, INC.
 METRICOM FINANCE, INC.
 METRICOM INVESTMENTS DC, INC.
 METRICOM DC, L.L.C.
 METRICOM NEW YORK, L.L.C.

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

In re:

Chapter 11

METRICOM, INC., a Delaware
 corporation, and certain affiliated entities,
 METRICOM FINANCE, INC.,
 METRICOM INVESTMENTS DC, INC.,
 METRICOM DC, L.L.C. and
 METRICOM NEW YORK, L.L.C.

Jointly Administered for Administrative
 Purposes under

Case No. 01-53291-ASW

Tax I.D. # 77-0294597

Tax I.D. # 77-0529272

Tax I.D. # 77-0427605

Tax I.D. # 52-1971291

Tax I.D. # 77-0575223

Debtors.

Date: January 24, 2002

Time: 1:15 p.m.

Place: Courtroom 3035
 280 South First Street
 San Jose, California

Judge: Honorable Arthur S. Weissbrodt

ORDER APPROVING REJECTION OF LEASES AND EXECUTORY
 CONTRACTS, AUTHORIZING ABANDONMENT OF PROPERTY ON WAPs AND
 POLETOPS, AND GRANTING LIMITED RELIEF
 FROM THE AUTOMATIC STAY (Set No. 3)

MURPHY
 SHENEMAN
 JULIAN &
 ROGERS

A Professional Corporation

1 On January 24, 2002, a hearing before this Court was held on the
2 Order Approving Rejection of Leases and Executory Contracts, Authorizing Abandonment
3 of Property on WAPs and Poletops, and Granting Limited Relief From the Automatic Stay
4 (Set No. 3) (the "Motion"), filed herein by Metricom, Inc., Metricom Finance, Inc.,
5 Metricom Investments DC, Inc., Metricom DC, L.L.C., and Metricom New York, L.L.C.
6 (collectively, "Metricom"). Appearances were as noted on the record.

7 The Court having considered Motion, the supporting Declaration of Eugene
8 Reilly and other pleadings filed herein, the objections filed or stated at the hearing, and the
9 representations of counsel; and the Court finding that notice of the Motion was sufficient,
10 based on the proofs of service filed herein, the appearances of objecting parties and their
11 counsel, and representations of Metricom's counsel that all the persons and entities identified
12 in Exhibit A attached hereto have been served with the Motion; and the Court finding that
13 cause exists to grant the relief requested in the Motion,

14 IT IS HEREBY ORDERED that:

15 1. The Motion is approved and all objections thereto are overruled as set
16 forth in this Order.

17 2. Effective as of January 24, 2002, Metricom is hereby authorized to
18 reject (a) all wired access point ("WAP") leases, licenses, contracts, and agreements, (b) all
19 right-of-way agreements ("ROWS"), franchises and poletop attachment agreements, and
20 (c) all other agreements related to WAPs or poletop radios or access to WAP or poletop radio
21 sites or rights of way (the "Rejected Agreements"), with respect to which Rejected
22 Agreements the non-debtor party to the Rejected Agreement is a person or entity identified
23 on Exhibit A hereto, or a predecessor in interest, successor in interest, assignor, or assignee
24 thereof (collectively, the "Lessors"). The premises and property rights which are the subject
25 of the Rejected Agreements are hereby surrendered to the Lessors effective as of January 24,
26 2002, and Metricom shall permit access to such sites by the Lessors.

27 3. This Order does not determine or make any findings regarding:
28 (i) whether Metricom's rejection of any of the Rejected Agreements constitutes a breach

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ROGERS
A Partnership Corporation

thereof, (ii) whether, when, how, or the extent to which any of the Rejected Agree
have expired or may have been terminated or rejected, (iii) whether the Motion and/or this
Order may be the exercise by Metricom of its early termination rights (if any) under the
Rejected Agreements; (iv) the nature and character of the Rejected Agreements, including
whether any of the Rejected Agreements are real property leases, licenses, or another form of
agreement, or (v) the rights and interests of any parties to the Rejected Agreements,
including whether Metricom's rights in the Agreements were in the nature of real property or
personal property; and Metricom, the Lessors, and all creditors and parties in interest
expressly reserve these issues and all other rights, claims, and defenses.

4. Metricom, the Lessors, and all creditors and parties in interest in this
case reserve any and all rights, claims, and defenses arising under or with respect to the
Rejected Agreements, including:

- a. The validity, priority, or allowance of any claim under
Bankruptcy Code §§ 365, 502, and/or 503;
- b. Any letter of credit or bond issued in connection with any rights
or obligations under any Rejected Agreement;
- c. Any security deposit Metricom paid or provided for, or any
Lessor received, in connection with any rights or obligations under any Rejected Agreement;
and
- d. The costs and liability (if any) of dismantling, detaching,
removing, or otherwise disposing of tenant improvements, fixtures, or personal property
located on or related to the Rejected Agreements.

5. Metricom is hereby authorized to abandon effective as of January 24,
2002, any real property, fixtures, or personal property (the "Equipment") remaining on the
WAP sites or the poletop sites that are the subject of the Rejected Agreements.

6. The Lessors, secured parties, equipment lessors, and other parties that
have an interest in such Equipment are hereby granted relief from the automatic stay of
11 U.S.C. §362(a) (3), (4), and (5) to take possession of such Equipment, and to remove,

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Attorneys General

1 retain, sell, lease or dispose of such Equipment, and to retain and apply the proce
2 Equipment, consistent with the respective rights of the Lessors, secured creditors, and
3 equipment lessors in such Equipment.

4 7. Metricom is ordered to serve, on or before January 31, 2002, on (i) the
5 persons on the Special Notice List in this case, (ii) persons known by Metricom to be
6 claiming liens or leasehold interests in Metricom's Equipment, and (iii) all known Lessors to
7 the Rejected Agreements, a Notice of Entry of this Order, together with a chart of UCC
8 filings by state showing the secured creditor and collateral descriptions for any Equipment, to
9 the extent the Debtor has records of such UCC filings. The service of the Notice of Entry
10 provided for in this paragraph 7 need not include any exhibits attached to this Order,
11 provided that the Notice of Entry of Order includes a contact telephone number and address
12 to which interested persons can make inquiries about, or request copies of, the exhibits to this
13 Order.

14 8. Pursuant to Fed. R. of Bankr. Proc. 3002(c)(3), March 31, 2002, is
15 hereby set as the deadline for filing claims arising from the rejection of any of the Rejected
16 Agreements and the Notice of Entry of Orders shall provide notice thereof to all the Lessors
17 to the Rejected Agreements identified on Exhibit A hereto.

18
19 Dated:

20
21 ARTHUR S. WEISSERODT

22 UNITED STATES BANKRUPTCY JUDGE
23
24
25

26 MURPHY
27 SHENEMAN
28 JULIAN &
ROGERS