

MEETING AGENDA



Board of Trustees Meeting

Village of Homewood

September 14, 2021

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 of the regular meeting of the Board of Trustees held on August 24, 2021.

6. Claims List:

Consider a motion to approve the Claims List of Tuesday, September 14, 2021 in the amount of \$1,601,006.10.

7. Hear from the Audience

8. Reappointment(s):

Approve the reappointment of Dexter Johnson to the Planning and Zoning Commission for a 5-year term ending on September 14, 2026.

9. Presentation(s):

Proclamation: President Hofeld will issue a proclamation declaring September 2021 as Childhood Cancer Awareness Month in the Village of Homewood.

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

A. Budget Amendment/Thornton Revenue Sharing: Approve a budget amendment in the amount of \$29,000 for Thornton Revenue Sharing, which increases the approved FY2021-2022 budget from \$66,673 to \$95,673.

B. Intergovernmental Agreement/Ground Emergency Medical Transportation Services: Authorize the Village President to enter into an Intergovernmental Agreement with the Illinois Department of Health Care and Family Services for reimbursement of unrecovered costs of ambulance transports through Medicaid.

- C. Consider an Ordinance re-enacting regulations formerly contained in the Village's municipal code regulating small wireless facilities on Village-owned right-of-way and utility poles.
- D. Pass a resolution supporting and consenting to the renewal of a Class 8 Cook County tax classification for the property located at 2138 183rd Street, owned by Excel Investments, LLC.
- E. Authorize the Village President to enter into a Master Pole Attachment agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, NJ to establish procedures and guidelines for the company's installation, mounting, maintenance, modification, operation and/or replacement of small wireless facilities within the Village of Homewood.

11. General Board Discussion

12. Adjourn

Everyone entering the Village Hall must wear a face covering.

Zoom Link:

- To View the Meeting via Computer or Smartphone - Type in: Zoom.us into any internet browser.
Select: JOIN A MEETING from menu at top right of page. Meeting I.D.: 980 4907 6232
Meeting Password: 830183. Enter an email address (required), or
 - To Listen to the Meeting via Phone - Dial: (312) 626-6799
Enter above "Meeting I.D. and Meeting Password" followed by "#" sign
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VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY -AUGUST 24, 2021
VILLAGE HALL BOARD ROOM

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

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

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld, Trustee Barbara Dawkins, Trustee Lisa Purcell, Trustee Karen Washington, Trustee Vivian Harris-Jones, and Trustee Jay Heiferman. Trustee Lauren Roman was absent.

President Hofeld introduced staff: Village Manager Jim Marino, Attorney Christopher Cummings, Director of Finance Dennis Bubenik, Police Chief Denise McGrath and Assistant Village Manager Napoleon Haney.

MINUTES: The minutes of the meeting of August 10, 2021 were presented. There were no comments or corrections.

A motion was made by Trustee Purcell and seconded by Trustee Washington to approve the minutes as presented.

Roll Call: AYES—Trustees Purcell, Washington, Harris-Jones, and Heiferman. NAYS – None. ABSTAIN –Dawkins. Motion carried.

CLAIMS LIST: The Claims List in the amount of \$828,614.98 was presented. There were no questions from the Trustees.

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

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Harris-Jones, and Heiferman. NAYS –None. Motion carried.

President Hofeld said two items on the Claims List -- \$421,018.19 to the City of Harvey for Lake Michigan water and \$238,933.70 to D Construction as partial payment for road resurfacing, comprised 80% of the expenditures on the Claims List.

HEAR FROM THE AUDIENCE: President Hofeld invited anyone in the audience to address the Board on any subject not on the agenda. No comments were offered.

APPOINTMENT: A motion was made by Trustee Purcell and seconded by Trustee Dawkins to approve the appointment of Phillip Kosanovich to the Economic Development Committee for a two-year term through August 24, 2023.

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Harris-Jones, and Heiferman.
NAYS –None. Motion carried.

PRESENTATION: Police Chief McGrath introduced the newest member of the police department. Hernan Banuelos graduated from Thornwood High School, served in the U.S. Air Force Reserves and earned his bachelor's degree through the Air Force. He was a member of the Chicago Police Department before accepting the Homewood position.

Clerk Thomas administered the oath of office to Officer Banuelos.

OMNIBUS VOTE: The board was asked to pass, approve, authorize, accept or award the items on the Consent Agenda:

- A. **R-3086/Paul Neitzel:** Pass a resolution honoring Paul Neitzel for his 20 years of service to the Village of Homewood Police Department.
- B. **R-3087/Intergovernmental Agreement Amendment/South Suburban Land Bank:** Pass a resolution amending the Intergovernmental Agreement with the South Suburban Land Bank and Development Authority regarding the acquisition of certain properties through the abandonment proceedings. The village has several parcels it would like SSLBDA to acquire and this agreement will allow for that.
- C. **R-3088/Intergovernmental Agreement/Commercial Motor Vehicle Enforcement:** Pass a resolution authorizing the Village President to enter into an Intergovernmental Agreement between the Village of Homewood and the Village of East Hazel Crest for the enforcement of the Illinois Vehicle Code directly related to Commercial Motor Vehicles. The East Hazel Crest Police Department has officers trained for monitoring overweight trucks and this will give their officers the ability to stop trucks on six main thoroughfares in Homewood.

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

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Harris-Jones, and Heiferman.
NAYS –None. Motion carried.

President Hofeld thanked Chief McGrath for her efforts on the intergovernmental agreement between the two police departments.

NEW BUSINESS: Discussion/Liquor License/R&J Wine & Gaming Inc.: Discuss a liquor license request from R&J Wine & Gaming, Inc for their proposed location at 18719 Dixie Highway and direct staff to proceed with this request.

Ronakkumar Patel came before the Village Board to explain his concept for a wine/bar and video gaming. Because Homewood's code does not have a classification for a wine/bar, the suggestion is to consider awarding Patel a 75/25 license – 75 percent of the business is food and 25 percent is alcohol. Patel is suggesting that food would be served from local restaurants and include Indian dishes prepared in Tinley Park.

Trustees questioned Patel on the operation of the business, how he would meet the 75 percent requirement for food and whether the gaming stations would be segregated from the rest of the operation. Patel said he has done wine tasting at his Family Liquors business in the same Southgate business plaza and he believes the concept for a wine/bar could work. He's proposing to have 500-600 different wines available.

Trustee Jay Heiferman told Patel his idea for a wine/bar is welcome in Homewood, but not with a gaming license.

President Hofeld called the question on whether staff should be directed to start the process for a liquor license for Patel. No Trustees moved the request forward.

GENERAL BOARD DISCUSSION: None.

A motion was made by Trustee Washington and seconded by Trustee Purcell to adjourn the regular meeting of the Board of Trustees.

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Harris-Jones, and Heiferman. NAYS –None. Motion carried.

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Marilyn Thomas

Village Clerk

Name	Description	DEPARTMENT	Net Invoice Amount
ACORN FARMS	DELIVERY FOR TREES	PUBLIC WORKS	1,550.00
ACORN FARMS	TREE SALE	PUBLIC WORKS	9,565.00
Total ACORN FARMS:			11,115.00
AIR ONE EQUIPMENT INC	HR-REPAIR	FIRE DEPARTMENT	695.00
AIR ONE EQUIPMENT INC	BREATHING APPARATUS	FIRE DEPARTMENT	2,601.02
AIR ONE EQUIPMENT INC	OPERATING SUPPLIES	FIRE DEPARTMENT	745.00
Total AIR ONE EQUIPMENT INC:			4,041.02
AIRGAS USA, LLC	WELDING AND CUTTING GAS PW VM	PUBLIC WORKS	689.37
Total AIRGAS USA, LLC:			689.37
ALLOY SLING CHAIN INC	LOCKING LIFTING HOOK UTILITIES	PUBLIC WORKS	130.00
Total ALLOY SLING CHAIN INC:			130.00
ALTA CONSTRUCTION EQUIPM	SKID STEER ATTACHMENTS LOCK PINS	PUBLIC WORKS	121.80
Total ALTA CONSTRUCTION EQUIPMENT ILLINOIS LLC:			121.80
ALTA ENTERPRISES LLC	HYDRAULICS COUPLERS SKID STEER	PUBLIC WORKS	160.32
Total ALTA ENTERPRISES LLC:			160.32
AMERICAN LAWN CORP.	PROPERTY CLEAN UP AT 18130 LOOMIS & 18115 RIEGEL	FIRE DEPARTMENT	1,200.00
AMERICAN LAWN CORP.	3 SHOPPING CARTS	FIRE DEPARTMENT	75.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 3 PROPERTIES	FIRE DEPARTMENT	176.13
AMERICAN LAWN CORP.	GASS CUTTING AT 9 PROPERTIES, 5 PROPERTIES	FIRE DEPARTMENT	689.91
AMERICAN LAWN CORP.	FD TRAINING CENTER MOWING FOR JUNE 2021	FIRE DEPARTMENT	200.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 18225 DIXIE (BOGART'S) FOR JUNE	FIRE DEPARTMENT	225.00
AMERICAN LAWN CORP.	GRASS CUTTING AT FD TRAINING CENTER FOR JULY	FIRE DEPARTMENT	250.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 18225 DIXIE (BOGART'S) FOR JULY	FIRE DEPARTMENT	180.00
Total AMERICAN LAWN CORP.:			2,996.04
AMERICAN PRINTING TECHNO	VEHICLE STICKER WEBSITE	MANAGER'S OFFICE	86.00
Total AMERICAN PRINTING TECHNOLOGIES INC:			86.00
ANDREW PALMER	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	100.00
Total ANDREW PALMER:			100.00
ARC DOCUMENT SOLUTIONS	PLOTTER INK	MANAGER'S OFFICE	533.55
ARC DOCUMENT SOLUTIONS	"OCE" PLOTTER PAPER USAGE	PUBLIC WORKS	8.55
Total ARC DOCUMENT SOLUTIONS:			542.10
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 08-13-2021	ASSETS	1,802.15
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 08-13-2021	ASSETS	8,966.40
Total AVALON PETROLEUM COMPANY:			10,768.55
BAKER TILLY VIRCHOW KRAUS	TRAINING	MANAGER'S OFFICE	2,475.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total BAKER TILLY VIRCHOW KRAUSE LLP:			2,475.00
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	483.20
Total BARBARA OTTO:			483.20
BATTERIES PLUS	BATTERY BACK UP	PUBLIC WORKS	310.90
BATTERIES PLUS	OPERATING SUPPLIES	FIRE DEPARTMENT	17.26
BATTERIES PLUS	VEHICLE PARTS	FIRE DEPARTMENT	409.44
Total BATTERIES PLUS:			737.60
BLUE COLLAR SUPPLY COMPA	COVERALLS (STOJAKOVICH)	PUBLIC WORKS	89.99
Total BLUE COLLAR SUPPLY COMPANY:			89.99
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	100.99
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	366.87
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	FIRE DEPARTMENT	142.74
Total BOUND TREE MEDICAL LLC:			610.60
BRIAN W MEEKS	SOUND AND LIGHTING FOR FALL FEST-DEPOSIT	MANAGER'S OFFICE	1,500.00
BRIAN W MEEKS	BALANCE FOR SOUND AND AUDIO FOR FALL FEST	MANAGER'S OFFICE	2,000.00
Total BRIAN W MEEKS:			3,500.00
BRUCE FELGEN	ANTIQUE VEHICLE REBATE - FIN	ASSETS	20.00
Total BRUCE FELGEN:			20.00
BURNS & MCDONNELL ENGINE	WATER DELIVERY PROJECT	PUBLIC WORKS	616,811.55
BURNS & MCDONNELL ENGINE	183RD ST TRAFFIC STUDY	PUBLIC WORKS	41,830.70
Total BURNS & MCDONNELL ENGINEERING CO., INC.:			658,642.25
CARRIE LENCE	DEPOSIT REFUND	ASSETS	1.03
Total CARRIE LENCE:			1.03
CDW GOVERNMENT INC	REPLACEMENT BATTERY BACKUP FOR PUBLIC WORKS	PUBLIC WORKS	734.61
Total CDW GOVERNMENT INC:			734.61
CHARLENE DYER	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	197.99
Total CHARLENE DYER:			197.99
CHARLES SCHEIWE	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	532.80
Total CHARLES SCHEIWE:			532.80
CHEVROLET OF HOMEWOOD	FUEL VAPOR PURGE VALVE CODE ENFORCEMENT	PUBLIC WORKS	155.77
CHEVROLET OF HOMEWOOD	HEAT AND A/C BLOWER MOTOR POLICE	PUBLIC WORKS	87.61
CHEVROLET OF HOMEWOOD	DOOR LOCK TRANSMITTER POLICE TAHOE	PUBLIC WORKS	98.68

Name	Description	DEPARTMENT	Net Invoice Amount
Total CHEVROLET OF HOMEWOOD:			342.06
CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW	PUBLIC WORKS	200.00
CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW	PUBLIC WORKS	800.00
CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW	PUBLIC WORKS	400.00
CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW	PUBLIC WORKS	600.00
CHICAGO BACKFLOW INC	BACKFLOW TESTING - PW	PUBLIC WORKS	200.00
Total CHICAGO BACKFLOW INC:			2,200.00
CHRIS SUCHARZEWSKI	DEPOSIT REFUND	ASSETS	53.91
Total CHRIS SUCHARZEWSKI:			53.91
CHRISTOPHER J. CUMMINGS, P SEPTEMBER INVOICE		MANAGER'S OFFICE	13,368.85
Total CHRISTOPHER J. CUMMINGS, P.C.:			13,368.85
CHRISTOPHER M. USSERY	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	100.00
CHRISTOPHER M. USSERY	PERFORMER AT FARMERS MARKET	MANAGER'S OFFICE	100.00
Total CHRISTOPHER M. USSERY:			200.00
CITY OF COUNTRY CLUB HILLS	TRAINING SUPPLIES	FIRE DEPARTMENT	250.00
Total CITY OF COUNTRY CLUB HILLS:			250.00
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-15	PUBLIC WORKS	74,256.45
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-15	PUBLIC WORKS	106,144.05
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-16	PUBLIC WORKS	74,256.45
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-16	PUBLIC WORKS	126,496.05
Total CITY OF HARVEY WATER:			381,153.00
CLEANING SPECIALISTS	BIO HAZARD CLEANING	POLICE DEPARTMENT	150.00
Total CLEANING SPECIALISTS:			150.00
COMCAST BUSINESS CORP	FIBER INTERNET VH AND FIBER NETWORK CONNECT	MANAGER'S OFFICE	1,708.54
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE ALL DIRECT DIAL NUMBERS	MANAGER'S OFFICE	415.62
Total COMCAST BUSINESS CORP:			2,124.16
COMED	AUGUST SERVICES	PUBLIC WORKS	7,570.61
COMED	AUGUST SERVICES	PUBLIC WORKS	112.40
COMED	AUGUST SERVICES	PUBLIC WORKS	766.97
COMED	AUGUST SERVICES	PUBLIC WORKS	341.48
COMED	AUGUST SERVICES	PUBLIC WORKS	34.56
Total COMED:			8,826.02
CONCENTRIC INTEGRATION	CISCO ANNUAL SUPPORT AND MAINT NETWORK	MANAGER'S OFFICE	1,758.86
Total CONCENTRIC INTEGRATION:			1,758.86
CONSTELLATION NEW ENERGY	AUGUST SERVICES	PUBLIC WORKS	3,186.06

Name	Description	DEPARTMENT	Net Invoice Amount
CONSTELLATION NEW ENERGY	AUGUST SERVICES	PUBLIC WORKS	3,085.34
Total CONSTELLATION NEW ENERGY, INC.:			6,271.40
CONWAY SHIELD	TURNOUT GEAR - FD	FIRE DEPARTMENT	190.50
Total CONWAY SHIELD:			190.50
COOK COUNTY CLERK	RECORDING FEES - VA	MANAGER'S OFFICE	4,488.00
Total COOK COUNTY CLERK:			4,488.00
COOK COUNTY DEPT. OF PUBL	HEALTH INSPECTIONS APRIL-JUNE 2021	MANAGER'S OFFICE	7,600.00
Total COOK COUNTY DEPT. OF PUBLIC HEALTH:			7,600.00
CORE & MAIN LP	HYDRANT METER	PUBLIC WORKS	1,976.58
CORE & MAIN LP	SHOP STOCK	PUBLIC WORKS	2,149.16
Total CORE & MAIN LP:			4,125.74
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	549.00
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	371.31
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	65.94
D CONSTRUCTION INC.	ASPHALT	PUBLIC WORKS	633.00
Total D CONSTRUCTION INC.:			1,619.25
DANIEL PORTER	BALANCE FOR THE BAND THE SPANIELS FOREVER	MANAGER'S OFFICE	900.00
Total DANIEL PORTER:			900.00
DANIEL ROSSI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	416.91
Total DANIEL ROSSI:			416.91
DARRYL THOMPSON	DEPOSIT REFUND	ASSETS	3.64
Total DARRYL THOMPSON:			3.64
DEANNA SCHOONVELD	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	289.99
Total DEANNA SCHOONVELD:			289.99
DELTA SONIC CAR WASH	CAR WASHES POLICE 9-01-2021	PUBLIC WORKS	359.82
Total DELTA SONIC CAR WASH:			359.82
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	66.00
Total DMC SECURITY SERVICE:			396.00

Name	Description	DEPARTMENT	Net Invoice Amount
DOMINIC RUFFALO IV	FARMERS MARKET PERFORMER	MANAGER'S OFFICE	150.00
Total DOMINIC RUFFALO IV:			150.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	592.77
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	514.31
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	585.85
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	185.00
Total EXPERT CHEMICAL:			1,877.93
FIRE SERVICE INC	MAINTENANCE AGREEMENTS	FIRE DEPARTMENT	1,550.00
Total FIRE SERVICE INC:			1,550.00
FLEET SAFETY SUPPLY	VEHICLE PARTS	FIRE DEPARTMENT	496.53
FLEET SAFETY SUPPLY	STORM DAMAGE SPOTLIGHT AERIAL TRUCK	PUBLIC WORKS	536.26
Total FLEET SAFETY SUPPLY:			1,032.79
FORD OF HOMEWOOD	ENGINE IGNITION COILS POLICE UTILITY	PUBLIC WORKS	210.45
FORD OF HOMEWOOD	AUTO INTERIOR TRIM PART POLICE	PUBLIC WORKS	4.46
FORD OF HOMEWOOD	SEAT COVERS POLICE UTILITY	PUBLIC WORKS	274.65
FORD OF HOMEWOOD	BRAKE PADS AND ROTORS , POLICE UTILITIES	PUBLIC WORKS	154.13
FORD OF HOMEWOOD	BRAKE ROTORS POLICE UTILITY	PUBLIC WORKS	157.76
FORD OF HOMEWOOD	LED STROBE LIGHT POLICE UTILITY	PUBLIC WORKS	276.91
FORD OF HOMEWOOD	VEHICLE PARTS	FIRE DEPARTMENT	58.76
FORD OF HOMEWOOD	BRAKE PADS AND ROTORS POLICE UTILITY	PUBLIC WORKS	400.60
FORD OF HOMEWOOD	SEAT COVERS POLICE UTILITY	PUBLIC WORKS	548.19
FORD OF HOMEWOOD	TIRE PRESSURE SENSOR ,POLICE	PUBLIC WORKS	57.49
FORD OF HOMEWOOD	BRAKE PADS AND ROTORS POLICE UTILITY	PUBLIC WORKS	371.76
FORD OF HOMEWOOD	EXHAUST OXYGEN SENSOR POLICE UTILITY	PUBLIC WORKS	76.00
Total FORD OF HOMEWOOD:			2,591.16
G.W.BERKHEIMER CO INC	HSC HVAC REPAIRS	PUBLIC WORKS	16.24
G.W.BERKHEIMER CO INC	HSC HVAC REPAIRS	PUBLIC WORKS	7.08
Total G.W.BERKHEIMER CO INC:			23.32
GALLERY OFFICE PRODUCTS	2000 BUILDING PERMIT APPLICATION	FIRE DEPARTMENT	1,013.50
Total GALLERY OFFICE PRODUCTS:			1,013.50
GASVODA & ASSOCIATES	ROTOMETER REBUILDS	PUBLIC WORKS	1,972.95
GASVODA & ASSOCIATES	CHLORINE TUBING	PUBLIC WORKS	160.00
Total GASVODA & ASSOCIATES:			2,132.95
GO PAINTERS INC	FD BOLLARD PAINTING	PUBLIC WORKS	1,200.00
Total GO PAINTERS INC:			1,200.00
GORDON FLESCH CO, INC	MONTHLY PRINTER MAINTENANCE ALL STAND-ALONE P	MANAGER'S OFFICE	72.00
Total GORDON FLESCH CO, INC:			72.00

Name	Description	DEPARTMENT	Net Invoice Amount
GUADALUPE MACIAS III	ENTERTAINMENT FOR FALL FEST	MANAGER'S OFFICE	700.00
Total GUADALUPE MACIAS III:			700.00
HELSEL JEPPEPERSON ELECTRI	TRUCK SUPPLIES	PUBLIC WORKS	50.72
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	55.50
HELSEL JEPPEPERSON ELECTRI	STREET LIGHT COILS	PUBLIC WORKS	550.00
HELSEL JEPPEPERSON ELECTRI	DOWNTOWN ELECTRICAL	PUBLIC WORKS	754.00
Total HELSEL JEPPEPERSON ELECTRICAL:			1,410.22
HILL & SMITH, INC	BARRICADES, CONES & MISC - PW	PUBLIC WORKS	1,565.00
Total HILL & SMITH, INC:			1,565.00
HISKES, DILLNER, O'DONNELL	CONTRACTING/CONSULTING	MANAGER'S OFFICE	2,554.91
Total HISKES, DILLNER, O'DONNELL:			2,554.91
HOME CLEANING CENTER OF	BCTC CLEANING	FIRE DEPARTMENT	270.00
Total HOME CLEANING CENTER OF AM:			270.00
HOMEWOOD DISPOSAL	DUMP CHARGES-BCTC	PUBLIC WORKS	70.00
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	181.48
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	72.59
HOMEWOOD DISPOSAL	STREET SWEEPING	PUBLIC WORKS	72.59
Total HOMEWOOD DISPOSAL:			396.66
IL ARBORIST ASSN	IAA ARBORIST CONFERENCE	PUBLIC WORKS	1,115.00
Total IL ARBORIST ASSN:			1,115.00
ILLINOIS CENTRAL SWEEPING	STREET SWEEPING	PUBLIC WORKS	800.00
Total ILLINOIS CENTRAL SWEEPING:			800.00
IMBERT INTERNATIONAL	HVAC REPAIRS - PW	PUBLIC WORKS	58.07
IMBERT INTERNATIONAL	HVAC REPAIRS - PW	PUBLIC WORKS	827.53
Total IMBERT INTERNATIONAL:			885.60
INTERSTATE BATTERY	BATTERIES POLICE PATROL	PUBLIC WORKS	17.95
Total INTERSTATE BATTERY:			17.95
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	5,713.06
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4.20
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,930.54
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	805.72
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,838.22
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	2,987.08
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4.20
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	152.69
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,615.61
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,686.09

Name	Description	DEPARTMENT	Net Invoice Amount
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,767.37
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,232.74
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	8.40
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,164.20
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,404.85
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	8,377.15
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,283.01
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	28,344.19
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	16.80
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	3,735.02
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	4.20
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2,682.67
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	4.20
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	56,713.47
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	25.20
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	13,642.90
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	5,105.74
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	4,622.67
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	58,010.62
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	261.77
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	785.42
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,986.44
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,817.07
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,362.80
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	6,648.83
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4.20
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2,105.47-
Total IPBC:			239,643.87
J & G TOOL SALES INC	ELECTRICAL SOLDER IRON PW VM	PUBLIC WORKS	139.99
Total J & G TOOL SALES INC:			139.99
JEFFREY MAHARRY	PERFORMER AT FM	MANAGER'S OFFICE	100.00
Total JEFFREY MAHARRY:			100.00
JONES PARTS & SERVICE INC	ENGINE FUEL TRANSFER PUMP LIFT#2 GEN	PUBLIC WORKS	118.33
JONES PARTS & SERVICE INC	AIR BRAKES AND CHAMBERS PLOW TRUCK	PUBLIC WORKS	1,363.80
JONES PARTS & SERVICE INC	BRAKE DRUM SHIELD PLOW TRUCK	PUBLIC WORKS	117.24
JONES PARTS & SERVICE INC	ANNUAL PM FILTERS LARGE PLOW TRUCK	PUBLIC WORKS	392.23
JONES PARTS & SERVICE INC	ENGINE HEAT EXCHANGER LARGE PLOW TRUCK	PUBLIC WORKS	999.95
JONES PARTS & SERVICE INC	BRAKES , ALTERNATOR ,AC LINES LARGE PLOW TRUCK	PUBLIC WORKS	1,624.76
Total JONES PARTS & SERVICE INC:			4,616.31
KANE MCKENNA ASSOC INC	TRIUMPH BUILDING	EXPENSES	9,200.00
KANE MCKENNA ASSOC INC	KEDZIE TIF SET UP WORK	MANAGER'S OFFICE	13,733.75
KANE MCKENNA ASSOC INC	YEARLY TIF REPORT	PUBLIC WORKS	750.00
KANE MCKENNA ASSOC INC	DIXIE/175 TIF INVESTIGATION WORK	MANAGER'S OFFICE	5,933.65
Total KANE MCKENNA ASSOC INC:			29,617.40
KANKAKEE TRUCK EQUIPMEN	UNDERBODY PLOW POLY SLIDES	PUBLIC WORKS	293.15

Name	Description	DEPARTMENT	Net Invoice Amount
Total KANKAKEE TRUCK EQUIPMENT:			293.15
KARA COMPANY	SURVEY MARKING PAINT (PINK)	PUBLIC WORKS	192.04
Total KARA COMPANY:			192.04
KELLER-HEARTT,INC	CRACK SEALER HEAT TRANSFER OIL	PUBLIC WORKS	891.00
Total KELLER-HEARTT,INC:			891.00
KEVIN HUNT	DEPOSIT REFUND	ASSETS	23.06
Total KEVIN HUNT:			23.06
KEVIN W SHAUGHNESSY	CSO APPLICANT POLYGRAPH	MANAGER'S OFFICE	230.00
Total KEVIN W SHAUGHNESSY:			230.00
KIRK LINDSTROM	PERFORMER AT FM	MANAGER'S OFFICE	100.00
Total KIRK LINDSTROM:			100.00
KRISTINE SCOTT	DEPOSIT REFUND	ASSETS	39.58
Total KRISTINE SCOTT:			39.58
LAUTERBACH & AMEN LLP	YEARLY REQUIRED GASB STUDYS FOR AUDIT	MANAGER'S OFFICE	8,330.00
Total LAUTERBACH & AMEN LLP:			8,330.00
LAW OFFICE OF DENNIS G GIA	ADMINISTRATIVE HEARING OFFICER	MANAGER'S OFFICE	1,050.00
Total LAW OFFICE OF DENNIS G GIANOPOLUS:			1,050.00
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PW	PUBLIC WORKS	274.79
Total LEEPS SUPPLY CO INC:			274.79
LORI WYDRA	WEDNESDAY NIGHT MARKET PERFORMER	MANAGER'S OFFICE	300.00
Total LORI WYDRA:			300.00
LOUISE WOLF	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	412.80
Total LOUISE WOLF:			412.80
M & M AUTO GLASS	VEHICLE MAINTENANCE	FIRE DEPARTMENT	85.00
Total M & M AUTO GLASS :			85.00
MARIA E VEGARA	DEPOSIT REFUND	ASSETS	45.00
Total MARIA E VEGARA:			45.00
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	268.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total MARIAN KIEPURA:			268.00
MARLON LONGID	PERFORMER'S DEPOSIT FOR FALL FEST	MANAGER'S OFFICE	500.00
Total MARLON LONGID:			500.00
MATS PRODUCTIONS, LLC	BALANCE FOR THE BAND MARLON AND THE SHAKES	MANAGER'S OFFICE	2,500.00
Total MATS PRODUCTIONS, LLC:			2,500.00
MATTHEW BAILEY	PERFORMER AT FM	MANAGER'S OFFICE	150.00
Total MATTHEW BAILEY:			150.00
MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTANENCE	PUBLIC WORKS	1,155.00
MEADE ELECTRIC CO INC	STREET LIGHT REPAIR	PUBLIC WORKS	337.78
Total MEADE ELECTRIC CO INC:			1,492.78
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	44.94
MENARDS INC	EXTERIOR REPAIRS	PUBLIC WORKS	54.44
MENARDS INC	INTERIOR DOOR REPAIRS	PUBLIC WORKS	76.96
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	70.08
MENARDS INC	PUMP SPRAYER	PUBLIC WORKS	19.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	45.97
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	21.81
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	19.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	47.56
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	4.35
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	12.57
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	84.97
MENARDS INC	PD EXTERIOR REPAIRS	PUBLIC WORKS	96.96
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	108.33
MENARDS INC	EXTERIOR REPAIRS	PUBLIC WORKS	35.84
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	24.84
MENARDS INC	PAPER TOWELS	PUBLIC WORKS	19.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	24.56
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	122.80
MENARDS INC	TRUCK STOCK	PUBLIC WORKS	44.55
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	20.54
MENARDS INC	WATER PLANT SUPPLIES	PUBLIC WORKS	19.99
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	16.83
MENARDS INC	AIR COMPRESSOR PARTS	PUBLIC WORKS	30.43
MENARDS INC	EXTERIOR REPAIRS	PUBLIC WORKS	12.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	38.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	27.39
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	22.34
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	9.99
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	35.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	19.73
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	7.46
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	19.61
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	35.84
MENARDS INC	SHOP SUPPLIES	PUBLIC WORKS	297.08
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	65.38
MENARDS INC	SCIENCE CENTER FLOOR	PUBLIC WORKS	27.98

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	41.99
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	91.95
MENARDS INC	SCIENCE CENTER REPAIRS	PUBLIC WORKS	18.47
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	22.55
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	72.70
MENARDS INC	OFFICE SUPPLIES	POLICE DEPARTMENT	132.30
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	60.11
Total MENARDS INC:			2,130.05
MERRILL MCNICHOLAS	BOOT REIM - SEASONAL	PUBLIC WORKS	69.98
Total MERRILL MCNICHOLAS:			69.98
MONARCH AUTO SUPPLY	ENGINE OIL FILTER SEWER JET	PUBLIC WORKS	9.83
MONARCH AUTO SUPPLY	ELECTRICAL SOLENOID PLOW TRUCK	PUBLIC WORKS	72.87
MONARCH AUTO SUPPLY	ENGINE VALVE COVER GASKETS POLICE UTILITY	PUBLIC WORKS	64.92
MONARCH AUTO SUPPLY	ANTI SEIZE COMPOUND PW VM	PUBLIC WORKS	17.92
MONARCH AUTO SUPPLY	ENGINE FUEL FILTER CRACK SEALER	PUBLIC WORKS	13.00
MONARCH AUTO SUPPLY	ENGINE FUEL HOSE CRACK SEALER	PUBLIC WORKS	38.60
MONARCH AUTO SUPPLY	DIESEL EXHAUST FLUID PW	PUBLIC WORKS	21.98
MONARCH AUTO SUPPLY	PARTS RETURN CREDIT	PUBLIC WORKS	99.27-
MONARCH AUTO SUPPLY	ENGINE AIR FILTER SEWER JET	PUBLIC WORKS	18.04
MONARCH AUTO SUPPLY	IGNITION SWITCH CODE ENFORCEMENT PICKUP	PUBLIC WORKS	104.49
MONARCH AUTO SUPPLY	BATTERY CABLE LUG PLOW TRUCK	PUBLIC WORKS	15.60
MONARCH AUTO SUPPLY	WINDSHIELD WASHER SOLVENT PW	PUBLIC WORKS	15.96
MONARCH AUTO SUPPLY	OIL FILTER UTILITIES PICKUP	PUBLIC WORKS	14.46
MONARCH AUTO SUPPLY	REAR AXLE GEAR OIL PLOW TRUCK	PUBLIC WORKS	54.08
MONARCH AUTO SUPPLY	REAR AXLE OIL PLOW TRUCK	PUBLIC WORKS	27.04
MONARCH AUTO SUPPLY	ENGINE OIL FILTERS UTILITYS	PUBLIC WORKS	18.39
MONARCH AUTO SUPPLY	AIR FILTER WATER DEPT PICKUP	PUBLIC WORKS	17.01
Total MONARCH AUTO SUPPLY:			424.92
MUNICIPAL EMERGENCY SERV	TURNOUT GEAR	FIRE DEPARTMENT	383.16
Total MUNICIPAL EMERGENCY SERVICES, INC:			383.16
MUNICIPAL SYSTEMS LLC	MOVE/ABC HEARING COMMISSION	POLICE DEPARTMENT	617.50
MUNICIPAL SYSTEMS LLC	ADMINISTRATIVE HEARING COMMISSION	POLICE DEPARTMENT	742.00
Total MUNICIPAL SYSTEMS LLC:			1,359.50
NATIONAL SAFETY COUNCIL	MEMBERSHIP/SUBSCRIPT/2018-PW	PUBLIC WORKS	425.00
Total NATIONAL SAFETY COUNCIL:			425.00
NICOR	AUGUST SERVICES	PUBLIC WORKS	1,011.12
NICOR	AUGUST SERVICES	PUBLIC WORKS	45.10
NICOR	AUGUST SERVICES	PUBLIC WORKS	42.12
Total NICOR:			1,098.34
NORTH EAST MULTI-REGIONAL	JOHN REID INTERVIEWS AND INTERROGATIONS	POLICE DEPARTMENT	400.00
NORTH EAST MULTI-REGIONAL	POLICE URBAN RIFLE/CARBINE TACTICAL SHOOTING	POLICE DEPARTMENT	300.00
NORTH EAST MULTI-REGIONAL	40 HOUR RIFLE/CARBINE INSTRUCTOR	POLICE DEPARTMENT	500.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total NORTH EAST MULTI-REGIONAL TRAINING:			1,200.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	963.99
O'HERRON CO	BODY ARMOR	POLICE DEPARTMENT	1,368.24
O'HERRON CO	TRAFFIC VEST	POLICE DEPARTMENT	64.03
Total O'HERRON CO:			2,396.26
OLIVIA AUSTIN	DEPOSIT REFUND	ASSETS	94.58
Total OLIVIA AUSTIN:			94.58
OVERDOORS OF ILLINOIS INC	GARAGE BAY DOORS	POLICE DEPARTMENT	3,580.00
Total OVERDOORS OF ILLINOIS INC:			3,580.00
PATRICK COLEMAN	DEPOSIT REFUND	ASSETS	72.53
Total PATRICK COLEMAN:			72.53
PAUL ZAREMBA	CONTRACTING/CONSULTING	MANAGER'S OFFICE	3,750.00
Total PAUL ZAREMBA:			3,750.00
PITNEY BOWES	POSTAGE SUPPLIES	MANAGER'S OFFICE	113.04
Total PITNEY BOWES:			113.04
POOCH PARLOR	DEPOSIT REFUND	ASSETS	56.55
Total POOCH PARLOR:			56.55
RAYMOND MC CALLUM	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	552.00
Total RAYMOND MC CALLUM:			552.00
REID & PEDERSON	BOND REFUND FOR WORK AT 1754 183R ST	ASSETS	500.00
Total REID & PEDERSON:			500.00
RELIANCE SAFETY LANE & SE	VEHICLE SAFETY INSPECTION	PUBLIC WORKS	53.00
Total RELIANCE SAFETY LANE & SERVICE:			53.00
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	682.58
Total ROBERT WENDT:			682.58
ROEDA, INC	OPERATING SUPPLIES	PUBLIC WORKS	165.00
ROEDA, INC	PARKING BANNERS	MANAGER'S OFFICE	298.00
Total ROEDA, INC:			463.00
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	12.50

Name	Description	DEPARTMENT	Net Invoice Amount
Total RONALD J. NIXON:			12.50
ROSS GRAHAM	BALANCE FOR BAND AT FALL FEST	MANAGER'S OFFICE	1,200.00
Total ROSS GRAHAM:			1,200.00
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGNER/SOCIAL MEDIA	MANAGER'S OFFICE	594.00
Total SARAH JOHANNA MEEKS:			594.00
SEBIS - POSTAGE	SEBIS POSTAGE JUL & AUG 2021	PUBLIC WORKS	5,215.41
Total SEBIS - POSTAGE:			5,215.41
SERVICE SANITATION, INC	RESTROOM AT NNO	MANAGER'S OFFICE	125.00
Total SERVICE SANITATION, INC:			125.00
SHERWIN INDUSTRIES INC	DIESEL BURNER ASSEMBLY CRACK SEALER	PUBLIC WORKS	920.20
Total SHERWIN INDUSTRIES INC:			920.20
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	60.38
Total SHERWIN WILLIAMS:			60.38
SHOREWOOD HOME & AUTO IN	CUT OFF SAW PW WATER DEPT	PUBLIC WORKS	959.99
Total SHOREWOOD HOME & AUTO INC.:			959.99
SNAP-ON INDUSTRIAL	ELECTRICAL AMP CLAMP PW VM	PUBLIC WORKS	273.13
SNAP-ON INDUSTRIAL	BATTERY SYSTEM TESTER PW VM	PUBLIC WORKS	695.05
Total SNAP-ON INDUSTRIAL:			968.18
SOUND INCORPORATED	MONTHLY HOSTING SVCS FOR ALL VILLAGE DEPTS	MANAGER'S OFFICE	495.00
Total SOUND INCORPORATED:			495.00
SOUTH SUBURBAN PADS	AUGUST PADS CONTRIBUTION	ASSETS	296.00
Total SOUTH SUBURBAN PADS:			296.00
SOUTHWEST TOWN MECHANIC	HVAC MAINTENANCE	PUBLIC WORKS	996.00
Total SOUTHWEST TOWN MECHANICAL:			996.00
STEINER ELECTRIC	CONTACTOR KIT	PUBLIC WORKS	234.42
STEINER ELECTRIC	RELAYS	PUBLIC WORKS	42.04
STEINER ELECTRIC	STARTER AND CONTACTOR	PUBLIC WORKS	436.89
Total STEINER ELECTRIC:			713.35
STEVE PLOUM	PERFORMER AT FM	MANAGER'S OFFICE	100.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total STEVE PLOUM:			100.00
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	955.00
Total SUBURBAN LABORATORIES INC:			955.00
SUPERFLEET MASTERCARD	FUEL POLICE HSI	PUBLIC WORKS	264.37
Total SUPERFLEET MASTERCARD:			264.37
TERMINAL SUPPLY COMPANY	ELECTRICAL REPAIR SUPPLIES PW VM	PUBLIC WORKS	665.37
TERMINAL SUPPLY COMPANY	ELECTRICAL TERMINALS PW VM	PUBLIC WORKS	85.84
Total TERMINAL SUPPLY COMPANY:			751.21
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	103.00
TERMINIX PROCESSING CNTR	PEST CONTROL SERVICE	PUBLIC WORKS	104.00
Total TERMINIX PROCESSING CNTR:			207.00
THE BREWER COMPANY	OPERATING SUPPLIES - PW	PUBLIC WORKS	139.90
Total THE BREWER COMPANY:			139.90
THOMPSON ELEVATOR INSPEC	3 SEMI-ANNUAL ELEVATOR REINSPECTIONS	FIRE DEPARTMENT	114.00
THOMPSON ELEVATOR INSPEC	14 SEMI-ANNUAL ELEVATOR REINSPECTIONS	FIRE DEPARTMENT	488.00
THOMPSON ELEVATOR INSPEC	PERMIT INSPECITON AT AMTRAK STATION	FIRE DEPARTMENT	50.00
Total THOMPSON ELEVATOR INSPECTION:			652.00
THORN CREEK BASIN SAN DIS	LATE PMT PENALTIES CHARGED TO CUSTOMERS	ASSETS	1,345.96
THORN CREEK BASIN SAN DIS	TCBSD REVENUE PAYOUT	ASSETS	92,838.64
Total THORN CREEK BASIN SAN DISTRICT:			94,184.60
TRACE ANALYTICS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	89.00
Total TRACE ANALYTICS INC:			89.00
TRAFFIC CONTROL & PROTEC	BARRICADES, CONES & MISC - PW	PUBLIC WORKS	492.75
Total TRAFFIC CONTROL & PROTECTION:			492.75
TRL TIRE SERVICE	TIRE LARGE PLOW TRUCK	PUBLIC WORKS	461.08
TRL TIRE SERVICE	POLICE PATROL TIRES	PUBLIC WORKS	1,193.06
TRL TIRE SERVICE	TIRES LARGE PLOW TRUCK	PUBLIC WORKS	740.63
Total TRL TIRE SERVICE:			2,394.77
TRUGREEN	WEED CONTROL	PUBLIC WORKS	450.00
TRUGREEN	WEED CONTROL	PUBLIC WORKS	225.00
Total TRUGREEN:			675.00
ULTIMATE RENTAL SERVICES	INFRASTRUCTURE RENTAL FOR FALL FEST	MANAGER'S OFFICE	2,547.80

Name	Description	DEPARTMENT	Net Invoice Amount
Total ULTIMATE RENTAL SERVICES:			2,547.80
USA BLUEBOOK	LOCATE PAINT	PUBLIC WORKS	167.85
Total USA BLUEBOOK:			167.85
UTERMARK & SONS	GRASS CUTTING AT 1 PROPERTY, 2 PROPERTIES	FIRE DEPARTMENT	97.73
UTERMARK & SONS	GRASS CUTTING AT 6 PROPERTIES, 3 PROPERTIES	FIRE DEPARTMENT	361.38
UTERMARK & SONS	GRASS CUTTING AT 2 PROPERTIES	FIRE DEPARTMENT	95.46
UTERMARK & SONS	GRASS CUTTING AT 2 PROPERTIES	FIRE DEPARTMENT	95.46
Total UTERMARK & SONS:			650.03
VAN DRUNEN FORD CO	ENGINE ANTIFREEZE PW VM	PUBLIC WORKS	32.38
VAN DRUNEN FORD CO	SUSPENSION ALLIGNMENT POLICE UTILITY	PUBLIC WORKS	99.95
Total VAN DRUNEN FORD CO:			132.33
VERIZON CONNECT NWF INC.	GPS UNITS-PW	PUBLIC WORKS	249.47
VERIZON CONNECT NWF INC.	NETWORK FLEET GPS PLOW TRUCKS	PUBLIC WORKS	134.33
Total VERIZON CONNECT NWF INC.:			383.80
VERIZON WIRELESS	MOBILE PHONE SERVICE-ALL DEPTS	MANAGER'S OFFICE	1,784.22
Total VERIZON WIRELESS:			1,784.22
VERONICA GONZALEZ	DEPOSIT REFUND	ASSETS	6.52
Total VERONICA GONZALEZ:			6.52
VINCENT STARKS	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	470.00
Total VINCENT STARKS:			470.00
VISTAPRINT	PUBLIC EDUCATION	FIRE DEPARTMENT	569.41
Total VISTAPRINT:			569.41
WALTER SHULTS	REMOVAL OF TREE AT 18115 RIEGEL ROAD	FIRE DEPARTMENT	900.00
WALTER SHULTS	TREE REMOVAL AT 18115 RIEGEL	FIRE DEPARTMENT	900.00
Total WALTER SHULTS:			1,800.00
WALTS FOOD CENTER	ICE AND WATER	PUBLIC WORKS	20.96
WALTS FOOD CENTER	ICE AND WATER	PUBLIC WORKS	21.06
WALTS FOOD CENTER	ICE AND GATORADE	PUBLIC WORKS	29.95
WALTS FOOD CENTER	ICE	PUBLIC WORKS	4.08
Total WALTS FOOD CENTER:			76.05
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	42.78
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	277.79
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	39.99
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	53.43
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES	PUBLIC WORKS	12.44

Name	Description	DEPARTMENT	Net Invoice Amount
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	64.61
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	132.50
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	18.16
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES DISPOSABLES	PUBLIC WORKS	21.32
Total WAREHOUSE DIRECT OFFICE PDTS:			663.02
WEST SIDE TRACTOR SALES	ENGINE OIL DRAIN VALVE SEWER	PUBLIC WORKS	76.30
Total WEST SIDE TRACTOR SALES:			76.30
WOODY WAREHOUSE NURSER	TREE PLANTING DONATION	PUBLIC WORKS	9,962.50
Total WOODY WAREHOUSE NURSERY:			9,962.50
WORSHAM EL	DEPOSIT REFUND	ASSETS	44.68
Total WORSHAM EL:			44.68
ZEP MANUFACTURING CO	SOAP REFILLS	PUBLIC WORKS	288.35
Total ZEP MANUFACTURING CO:			288.35
Grand Totals:			1,601,006.10

Dated: _____

Village Clerk: _____

PROCLAMATION

A Proclamation Declaring September 2021 as Childhood Cancer Awareness Month

Whereas, childhood cancer is the leading cause of death by disease in children, and;
Whereas, 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;
Whereas, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., and;
Whereas, there are approximately 40,000 children on active treatment at any given time, and;
Whereas, the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis, and;

Whereas, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;
Whereas, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and;
Whereas, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;
Whereas, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

Whereas, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;
Whereas, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;
Whereas, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

Whereas, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer, and;
Whereas, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW THEREFORE, I, Richard A. Hofeld, President of the Village of Homewood do hereby proclaim September 2021 as Childhood Cancer Awareness Month in Homewood, Illinois. I encourage all Americans to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

IN WITNESS WHEREOF I HAVE SET MY HAND
AND CAUSED THE SEAL OF THE VILLAGE OF
HOMEWOOD TO BE AFFIXED HERETO THIS
14TH DAY OF SEPTEMBER, 2021.

Village President



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 14, 2021

To: Jim Marino, Village Manager

From: Dennis Bubenik, Director of Finance

Topic: Budget Amendment - Thornton Revenue Sharing

PURPOSE

A budget amendment is required in order to pay the Village of Thornton their share of increased sales tax proceeds as part of the intergovernmental sales tax sharing agreement related to the 2017 Menards Home Improvement store expansion.

PROCESS

In order to accommodate the 2017 store expansion of the Menards at their 17545 Halsted Street site, the Village of Homewood entered into a sales tax sharing agreement with the Village of Thornton. Per the agreement, the Village of Thornton receives a share of the sales tax generated by Menards. In return, Thornton agreed to vacate the portion of Brown Derby Road which allowed Menards to expand their development footprint. A formula was developed in 2017 to estimate Thornton's portion of sales tax over the next 20 years. Homewood and Thornton are in year 4 of this agreement. The Village budgeted for the projected amount of Thornton's share of the sales tax, but sales tax proceeds at the Menards store trended better than initially projected, which increases the portion to be shared with Thornton. A budget amendment is needed to cover the payment to Thornton above the budgeted disbursement amount.

OUTCOME

Approving the budget amendment allows the Village of Homewood to meet its obligation to the Village of Thornton for sales tax revenue generated by Menards during the past 12 months.

FINANCIAL IMPACT

- **Funding Source:** General Fund
- **Budgeted Amount:** \$66,673
- **Required Disbursement to Thornton:** \$95,487
- **Budget Amendment Amount:** \$29,000

LEGAL REVIEW: Not required



RECOMMENDED BOARD ACTION

Approve a budget amendment in the amount of \$29,000 for Thornton Revenue Sharing, which increases the approved FY2021-2022 budget from \$66,673 to \$95,673

ATTACHMENT(S): None



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 14, 2021

To: Jim Marino, Village Manager

From: Bob Grabowski, Fire Chief

Topic: Intergovernmental Agreement - GEMT

PURPOSE

The State of Illinois oversees a program called Ground Emergency Medical Transportation Services (GEMT). The GEMT program provides supplemental payments to publicly owned or operated GEMT providers. The supplemental payments cover the funding gap between a provider's actual costs per GEMT transport and the allowable amount received from Medicaid and any other sources of reimbursement. In order to participate in the GEMT program, the Village must enter into an Intergovernmental Agreement with the Illinois Department of Healthcare and Family Services for reimbursement of unrecovered costs of ambulance transports through Medicaid.

PROCESS

Medicaid payment rates for ambulance services are often 70% less than the cost of providing those services. An average Medicaid payment is \$120 per transport. Currently, the State reimburses municipalities a set amount for Medicaid transports, regardless of the actual cost of providing those services. Through this program, the federal government will pay to the State the difference between the set amount and the actual costs incurred for the Medicaid transports. When the State receives the funds from the federal government, it will reimburse the Village approximately 50% of the funds received. Once approved, the IGA and application will be submitted to the Illinois Department of Public Health by October 1, 2021.

OUTCOME

Revenue from this program is expected to be received starting in April of 2022. Based on projections, we anticipate \$200,000 will be reimbursed in the first year of the program.

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A



LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into an Intergovernmental Agreement with the Illinois Department of Health Care and Family Services for reimbursement of unrecovered costs of ambulance transports through Medicaid.

ATTACHMENT(S): Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2021-20-__

The Illinois Department of Healthcare and Family Services (the "Department" or "HFS") and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the "IGA Act"), hereby enter into this Intergovernmental Agreement (the "Agreement") in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as "Parties" or individually as a "Party."

**ARTICLE I
INTRODUCTION**

1.01 **Background.** Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the "Public Aid Code"), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 **Purpose.** In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 **Definitions**

- (a) **Agent** means Managed Care Organizations and Administrative Services Organizations.
- (b) **ALS** means Advanced Life Support billed under CPT Code A0427.
- (c) **BLS** means Basic Life Support billed under CPT Code A0429.
- (d) **Base Rate** means the fee-schedule rate for Provider on the Department's rate sheet for the Provider as of September 30, 2019.
- (e) **Covered Ambulance Services or Services** means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) **Interim Rate** means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) **Medical Programs** means programs administered by the Department under the Public Aid Code, the Children's Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) **Quarterly Invoice** means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) **Rate Year** means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

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INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2021, provided Provider's Cost Report was received by the Department on or before October 1, 2020, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

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5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

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6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: Mary.Doran@illinois.gov
Kiran.Mehta@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

THERESA EAGLESON
DIRECTOR

DATE: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 14, 2021

To: Jim Marino, Village Manager

From: Napoleon Haney, Assistant Village Manager

Topic: Small Cell Wireless Facilities Ordinance

PURPOSE

Because of changes to the Small Wireless Facilities Deployment Act the Village Board needs to approve an ordinance adopting revised standards for small wireless installation applications received by the Village after June 3, 2021.

PROCESS

The Illinois General Assembly enacted a new law in Illinois, effective June 1, 2018, which allows cell phone companies to install “small wireless” telecommunication devices to utility poles, light poles and other structures in the public right-of-way enabling wireless carriers the ability to implement 5G technology and enhance overall cellular transmission and communication.

Senate Bill 1451 (Public Act 100-0585), the Small Wireless Facilities Deployment Act, went into effect on June 1, 2018. The Act allows municipalities to pass an ordinance establishing guidelines for the wireless carriers engaged in small wireless facility installations. Homewood passed MC-944 on July 24, 2018. MC-944 amended the Homewood Municipal Code for the regulation of and application for small wireless facilities. The ordinance established regulations, standards and procedures for siting and collocation of small wireless facilities on public rights of way.

The Illinois State Legislature continues to make modifications to Public Act 100-0585. The Act was recently amended by Public Act 102-0009 to revise the Village’s authority to regulate small wireless facilities; specifically, for those applications received after June 3, 2021.

OUTCOME

Because of these changes and subsequent changes that may be made in the future, and with the recodification of the Homewood Municipal Code, re-adopting the provisions of Ordinance MC-944 as a separate stand-alone “ordinance” outside of the municipal code provides the flexibility to adopt revised standards for small wireless installation applications received by the Village after June 3, 2021.

FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A



LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Pass an ordinance re-enacting regulations formerly contained in the Village's Municipal Code regulating small wireless facilities on Village-owned right-of-way and utility poles.

ATTACHMENT(S)

- Ordinance

ORDINANCE NO. M -2194

AN ORDINANCE PROVIDING FOR THE REGULATION OF AND APPLICATION FOR SMALL WIRELESS FACILITIES

WHEREAS, in 2018 the Illinois General Assembly enacted the Small Wireless Facilities Deployment Act (the Act) (50 ILCS 840/1 *et seq.*); and

WHEREAS, the Village of Homewood (the Village) is an Illinois municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, under existing State and federal law, to enact regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way if it does not conflict with State and federal law; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the Board of Trustees of the Village of Homewood on July 24, 2018 passed ordinance MC-994 that provided for the regulation and application of small wireless facilities; and

WHEREAS, once an application for a small wireless facility (or facilities) is approved, the Village and the applicant enter into a Master Pole Agreement governing the collocation of small wireless facilities on municipal utility poles within the Village's right-of-way; and

WHEREAS, the Act recently was amended by Public Act 102-0009 to revise the Village's authority to regulate small wireless facilities for those applications received after June 3, 2021; and

WHEREAS, as of June 3, 2021, the Village had a master pole agreement with New Cingular Wireless PCS (AT&T) and a pending request for a master pole agreement from Verizon Wireless, both of which are governed by the 2018 provisions of the Act; and

WHEREAS, the Board of Trustees intends to pass a revised small wireless facilities deployment ordinance in the near future to govern applications received after June 3, 2021 to collocate small wireless facilities consistent with the 2021 amendment to the Act; and

WHEREAS, in conjunction with the recent reorganization and recodification of the Homewood Municipal Code, the Board of Trustees has opted to re-adopt the

provisions of ordinance MC-994 outside of the municipal code to retain the 2018 Small Wireless Facilities Deployment Act standards for existing Master Pole Attachment agreements while providing flexibility to adopt revised standards for applications received after June 3, 2021.

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

SECTION ONE – PURPOSE AND SCOPE:

Purpose. This Ordinance establishes regulations, standards and procedures for the siting and collocation of small wireless facilities on rights-of-way within the Village’s jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner consistent with the Act.

Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.

Conflicts with State and Federal Laws. If applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

SECTION TWO – DEFINITIONS:

For the purposes of this Ordinance, these terms shall have these meanings:

Antenna – communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person who submits an application and is a wireless provider.

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, and any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, under Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village under a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and with an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of these qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. These types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable between wireless support structures or utility poles or coaxial, or fiber optic cable otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but acts as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and provided on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

SECTION THREE – REGULATION OF SMALL WIRELESS FACILITIES:

Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph (9) regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.

Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to these conditions and requirements:

(1) **Application Requirements.** A wireless provider shall provide the following information to the Village, together with the Village's Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:

a. Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

b. The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

c. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

d. The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;

e. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and

f. Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.

g. In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

(2) Application Process. The Village shall process applications as follows:

a. The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.

b. An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and shall be deemed approved if the Village fails to approve or deny the application within 90 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

c. An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis and deemed approved if the Village fails to approve or deny the application within 120 days after the submission of a completed application.

However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.

The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.

d. The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the application to

submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

e. Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement.

(3) Completeness of Application. Within 30 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to notify the applicant within 30 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

(4) Tolling. The period for applications may be further tolled by:

a. An express written agreement by both the applicant and the Village; or

b. A local, State or federal disaster declaration or similar emergency that causes the delay.

(5) Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations

each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation approved in a consolidated application.

(6) **Duration of Permits.** The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the Village codes or any provision, condition or requirement in this Ordinance.

If the Act is repealed as provided in Section 90, renewals of permits shall be subject to the Village code provisions or regulations in effect at the time of renewal.

(7) **Means of Submitting Applications.** Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

SECTION FOUR – COLLOCATION REQUIREMENTS AND CONDITIONS:

(1) **Public Safety Space Reservation.** The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.

(2) **Installation and Maintenance.** The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled under all industry and governmental standards and regulations.

(3) **No interference with public safety communication frequencies.** The wireless provider's operation of the small wireless facilities shall not interfere

with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not unacceptably interfere with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured under industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider does not comply with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

(4) The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with codes for work involving the top of the pole.

For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

(5) The wireless provider shall comply with all codes and local code provisions or regulations that concern public safety.

(6) The wireless provider shall comply with written design standards generally applicable for decorative utility poles, or reasonable stealth,

concealment and aesthetic requirements set forth in a Village ordinance, written policy adopted by the Village, a comprehensive plan or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

(7) **Alternate Placements.** Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocation small wireless facilities on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, regarding an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within 100 feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

(8) **Height Limitations.** The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

a. 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

b. 45 feet above ground level.

(9) **Height Exceptions or Variances.** If an applicant proposes a height for a new or replacement pole in excess of the above height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply

for a variance in conformance with procedures, terms and conditions set forth in Section 2.17 of the Homewood Zoning Ordinance.

(10) Contractual Design Requirements. The wireless provider shall comply with requirements imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment in the right-of-way.

(11) Ground-mounted Equipment Spacing. The wireless provider shall comply with spacing requirements in codes and ordinances concerning the location of ground-mounted equipment in the right-of-way if the requirements include a waiver, zoning or other process that addresses wireless provider requests for exception or variance and do not prohibit granting of such exceptions or variances.

(12) Undergrounding Regulations. The wireless provider shall comply with local code provisions or regulations concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval if the requirements include a waiver, zoning or other process that addresses requests to install such new utility poles or modify such existing utility poles and do not prohibit the replacement of utility poles.

(13) Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

SECTION FIVE – APPLICATION FEES:

(1) Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.

(2) Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

(3) Notwithstanding any contrary provision of State law or local ordinance, applications under this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.

(4) The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:

- a. routine maintenance;
- b. the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements; or
- c. the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables strung between existing utility poles in compliance with applicable safety codes.

(5) Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- (1) property owned by a private party or property owned or controlled by the Village or another unit of local government not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- (2) property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way in an affected district under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or

(3) property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. This Ordinance does not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with subsection (i) of Section 16-108.5 of the Public Utilities Act.

For the purposes of this subsection, "public utility" has the meaning given to that term in Section 3-105 of the Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to termination provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider with an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of issuing the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

Abandonment. A small wireless facility not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or remove such facility under its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

SECTION SIX – DISPUTE RESOLUTION:

The Circuit Court of Cook County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.

SECTION SEVEN – INDEMNIFICATION:

A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims they may have

against the Village regarding consequential, incidental, or special damages, however caused, based on the theory of liability.

SECTION EIGHT – INSURANCE:

The wireless provider shall carry, at the wireless provider's own cost and expense, the following insurance:

- (i) property insurance for its property's replacement cost against all risks;
- (ii) workers' compensation insurance, as required by law;

OR

(iii) commercial general liability insurance regarding its activities on the Village improvements or rights-of-way to afford minimum protection limits consistent with its requirements of other users of Village improvements or rights-of-way, including coverage for bodily injury and property damage.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

SECTION NINE – SEVERABILITY:

If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION TEN - 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 14th day of September, 2021.

Village President

ATTEST:

Village Clerk

Ayes: _____ Nays: _____ Abstain: _____ Absent: _____



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 14, 2021

To: Jim Marino, Village Manager

From: Angela Mesaros, Director of Economic and Community Development

Topic: Cook County Class 8 Incentive Renewal – 2138 183rd Street – Excel Investments

PURPOSE

Excel Investments, LLC is seeking Village support for the renewal of a Class 8 property tax designation for the property at 2138 183rd Street (former Homewood Gas site). The Village of Homewood granted support for this 12-year property tax reduction designation in 2009 for reoccupation of the gas station. The current Class 8 property tax incentive is reaching the end of its 11th year.

Excel Investments, LLC recently purchased the site including a 2,300 square foot building. The building is currently vacant. Excel Investments LLC plans to invest approximately \$900,000 in tank replacement and remodel of the gas station and building in order to re-occupy the property.

PROCESS

The Class 8 real estate tax incentive is administered by the Cook County Assessor and is designed to encourage industrial and commercial development in areas experiencing economic stagnation. Under this incentive program, qualified commercial real estate is assessed at 10 percent of market value for the first 10 years, 15 percent the 11th year and 20 percent in the 12th year. The Class 8 designation may be renewed during the last year in which a property is entitled to a 10 percent assessment level or when the incentive is still applied at the 15 percent or 20 percent assessment level upon approval of the Village Board and the passing of a resolution consenting to the renewal.

OUTCOME

The approval of a Class 8 for this property will help bring the tax burden more in line with competition in neighboring counties where the property tax rate is as much as 45% less. Cook County has recognized the property tax issue for the Chicago Southland and created the Class 8 Cook County Tax Incentive Program. The program identifies five (5) Cook County townships that have automatic certification for the incentive; the subject property is located in Thornton Township, one of the five designated townships.

With the incentive in place property taxes are \$53,230 annually. Excel Investments estimates without an incentive, real estate taxes would be \$133,074 annually, resulting in an annual savings of \$79,844.



FINANCIAL IMPACT

- **Funding Source:** No Financial Impact
- **Budgeted Amount:** N/A
- **Cost:** N/A

LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Pass a resolution supporting and consenting to the renewal of a Class 8 Cook County tax classification for the property located at 2138 183rd Street, owned by Excel Investments, LLC of Woodridge, IL.

ATTACHMENT(S)

- Request for Class 8 Renewal
- Resolution

SANDRICK LAW FIRM LLC

August 13, 2021

Village of Homewood Village President and Board of Trustees
c/o Ms. Angela Mesaros
Economic Development Director
Village of Homewood
2020 Chestnut Rd
Homewood, IL 60430

Re: Class 8 Renewal Resolution of Support
Control No. 8326
2138 W. 183rd Street, Homewood
PIN: 29-31-315-012 & 013
Applicant: Excel Investments, LLC

Dear Angela:

Our client, Excel Investments, owns the approximate 2,300 square foot gas station building located at 2138 W. 183rd Street. The current Class 8 Property Tax Incentive is reaching the end of its 11th year. We are therefore respectfully requesting that the Village of Homewood issue a Resolution supporting the renewal for an additional term.

As you know, while this intersection is busy, the property taxes here in the south suburbs can make it difficult to be economically sustainable. This location is no different. It's the Class 8 Tax Incentive that allows our client to make a major reinvestment. However, the outlook on property taxes without a Class 8 are a major concern for our client.

We attached a copy of the Class 8 Renewal Application that we will file with the Assessor's office.

We are respectfully requesting that the Village of Homewood issue a Resolution supporting the renewal for the Class 8 Property Tax Incentive for an additional ten-year term.

Should you need any additional information or documentation, please feel free to give me a call. I thank you for your help and cooperation with this matter.

Respectfully submitted,

SANDRICK LAW FIRM LLC



Adam E. Dotson
Director of Economic Development



CLASS 6B/8 RENEWAL APPLICATION

Control Number

8326

A certified copy of the resolution or ordinance obtained from the municipality in which the real estate is located, or from the Cook County Board of Commissioners if located in an unincorporated area, must accompany this Renewal Application. This application, resolution and a filing fee of \$500.00 must be filed. For assistance in preparing this Renewal Application, please contact the Cook County Assessor's Office Development Incentives Department at (312) 603-7529.

I. Identification of Applicant

Name: Excel Investments, LLC Telephone: (708) 655-3274
Address: 3510 Hobson Road Suite 204
City, State: Woodridge, IL Zip Code: 60517
Email Address: kuldipsingh64@yahoo.com

Agent/Representative (if any)

Name: Adam Dotson Telephone: (312) 867-1515
Address: 16475 Van Dam Road
City, State: South Holland Zip Code: 60473
Email Address: adotson@sbtaxlaw.com

II. Description of Subject Property

Street address: 2138 W. 183rd Street

City, State: Homewood, IL Zip Code: 60430

Permanent Real Estate Index Number (s): 29-31-315-012

29-31-315-013

Township: Thornton

III. Identification of Persons or Entities Having an Interest

Attach a current and complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

IV. Property Use

Attach a current and detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

If there have been any changes from the original application, include current copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

V. Nature of Development

Indicate the nature of the original development receiving the Class 6B/8 designation

- ☐ New Construction
- ☐ Substantial Rehabilitation
- ☒ Occupation of Abandoned Property - No Special Circumstance
- ☐ Occupation of Abandoned Property - With Special Circumstance

VI. Employment

How many permanent full-time and part-time employees do you now employ?

On-Site: Full-time: 3 Part-time: 4

In Cook County: Full-time: 0 Part-time: 0

VII. Local Approval

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) must accompany this renewal. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B/8 Renewal and has determined that the industrial use of the property is necessary and beneficial to the local economy.

Kuldip Singh

I, the undersigned, certify that I have read this Renewal Application and that the statements set forth in this Renewal Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

Signature

Date

Kuldip Singh

Print Name

Title

Revised November 4, 2014

RESOLUTION NO. R-3089

A RESOLUTION SUPPORTING RENEWAL OF CLASS 8 STATUS PURSUANT TO THE COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE FOR REAL ESTATE LOCATED AT 2138 WEST 183rd STREET, HOMEWOOD, COOK COUNTY, ILLINOIS, OWNED BY EXCEL INVESTMENTS, LLC.

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 which instituted a program to encourage commercial development in Cook County known as the Cook County Real Property Assessment Classification Ordinance; and

WHEREAS, the property described below is located within Thornton Township, one of five townships targeted by the South Suburban Tax Reactivation Pilot Program, and is eligible for Class 8 incentives 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 a Class 8 property tax incentive; and

WHEREAS, in 2009, the Village of Homewood passed Resolution No. R-2023, determining the appropriateness for Class 8 tax designation of the subject property; and

WHEREAS, Excel Investments LLC has applied for or is applying for renewal of Class 8 property status pursuant to said aforementioned ordinance, for certain real estate located at 2138 183rd Street, Homewood, Cook County, Illinois, having Property Index Numbers 29-31-315-012-0000 and 29-31-315-013-0000 and legally described in Exhibit "A" attached hereto, and has demonstrated to this Board that the Class 8 real estate tax incentive is necessary for the redevelopment of the subject property; and

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

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 Excel Investments, LLC to have certain real estate located at 2138 W. 183rd Street, Homewood, Cook County, Illinois legally described in Exhibit "A", attached hereto, and having Property Index Number 29-31-315-012-0000 and 29-31-315-013-0000 declared eligible for renewal of the Class 8 real estate tax incentive, in that the incentive is necessary for the subject property to remain economically viable.
3. The project is consistent with the overall development 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 this 14th day of September 2021.

Village President

ATTEST:

Village Clerk

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

EXHIBIT "A"

Legal Description:

PARCEL 1:

Lot 9 (except the West 10 feet thereof) and all of Lot 10 in Block 5 in Thornton Station, a Subdivision of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian.

PARCEL 2:

The West 10 feet of Lot 9 and a tract of land in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Said Section 31 described as follows: Beginning at the Northwest Corner of said Lot 9; thence South along the West line of said Lot 9 to the Southwest Corner of said lot; thence West 17 feet along the South line of said lot extended; thence Northwesterly along a curve convex to the Southwest with a radius of 30 feet and tangent to the South line of said lot extended to a point in a line which is 30 feet distant from and West of and parallel with the West line of said Lot 9; thence North along said line which is 30 feet distant from and West of and parallel with the West line of said lot to its point of intersection with a line which is 60 feet distant from and Southeasterly of and parallel with the Westerly line of Homewood Avenue; thence Northeasterly in a straight line to the Northwest Corner of said Lot 9 which is also the point of beginning, all in Cook County, Illinois.

Property Index Numbers: 29-31-315-012-0000
29-31-315-013-0000

Common Address: 2138 W. 183rd Street, Homewood, Illinois 60430



BOARD AGENDA MEMORANDUM

DATE OF MEETING: September 14, 2021

To: Jim Marino, Village Manager

From: Napoleon Haney, Assistant Village Manager

Topic: Verizon Wireless – Master Pole Attachment Agreement

PURPOSE

Chicago SMSA Limited Partnership, doing business as Verizon Wireless, is requesting the Village of Homewood to enter into a master pole attachment agreement. The agreement would give Verizon Wireless the ability to install small wireless facilities in locations around Homewood.

PROCESS

In April of 2018, the Illinois Legislature enacted the Small Cell Wireless Facilities Deployment Act (Public Act 100-585). The Act requires municipalities to allow cell phone carriers to install small cell sites as long as certain conditions (mounting, application fees, permitting, right of way, co-location, modifications, operation and replacement) are met. The Act makes provision for “master pole attachment agreements” that define the duties and obligations of wireless providers and municipalities when a wireless provider wishes to install small cell sites within the Village’s right of way. If approved, this will be Homewood’s second master pole attachment agreement. The Village Board of Trustee approved its first master pole attachment agreement with AT&T Mobility on January 22, 2019. The Illinois Municipal League (IML) developed a “model master pole attachment agreement” which Homewood uses as the template for our agreements.

The Legislature made some modest changes to the Small Cell Wireless Facilities Deployment Act in June, but those revisions only apply to small cell site applications received after June 3, 2021. Since Verizon submitted its application prior to that date, this agreement is governed by the 2018 version of the Act.

OUTCOME

The master pole attachment agreement, in conjunction with existing Village codes, addresses Verizon Wireless’ installation, mounting, modification, operation and replacement of small wireless facilities on any support structure or utility pole in the Village’s right of way.

FINANCIAL IMPACT

Funding Source: No Financial Impact

Budgeted Amount: N/A

Cost: N/A



LEGAL REVIEW: Completed

RECOMMENDED BOARD ACTION

Authorize the Village President to enter into a Master Pole Attachment agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, NJ to establish procedures and guidelines for the company's installation, mounting, maintenance, modification, operation and/or replacement of small wireless facilities within the Village of Homewood.

ATTACHMENT(S): Master Pole Attachment Agreement

**MASTER POLE ATTACHMENT AGREEMENT
BETWEEN THE VILLAGE OF HOMEWOOD
AND CHICAGO SMSA LIMITED PARTNERSHIP
(VERIZON WIRELESS)**

This Master Pole Attachment Agreement (Agreement) made this 14th day of September, 2021, between the Village of Homewood, Cook County, Illinois, with principal offices at 2020 Chestnut Road, Homewood, IL 60430, hereinafter designated "Homewood" and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, hereinafter designated "Verizon." Homewood and Verizon are collectively referred to as the "Parties" or individually as the "Party."

For this Agreement, the phrase "Small Wireless Facilities Ordinance" shall refer to Village of Homewood Ordinance M-_____ (formerly Chapter 94, Article VII of the Homewood Municipal Code titled "Small Wireless Facilities," to include Sections 94-226 through 94-233), as now or hereafter amended.

WITNESSETH

WHEREAS, Homewood is the owner, of certain utility poles, wireless support structures, and/or real property, which are within the geographic area of a license to provide wireless services licensed by the Federal Communications Commission (FCC) to Verizon; and

WHEREAS, Verizon desires to install, maintain and operate small wireless facilities in and/or upon certain of Homewood's utility poles, wireless support structures and/or real property; and

WHEREAS, Homewood and Verizon acknowledge that any term used in this Agreement defined in the Small Wireless Facilities Ordinance shall have the meaning provided therein; and

WHEREAS, Homewood and Verizon acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable.

WHEREAS, Homewood and Verizon desire to enter into this Agreement to define the general terms and conditions which would govern their relationship regarding particular sites at which Homewood may wish to permit Verizon to install, maintain and operate small wireless facilities as set forth; and

WHEREAS, Homewood and Verizon intend to promote the expansion of communications services in a manner consistent with the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle-Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, 35 ILCS 636/5-1, *et seq.* and Federal Communication Commission Regulations; and

WHEREAS, Homewood and Verizon acknowledge that they will enter into a License Supplement (Supplement), a copy of which is attached as Exhibit A, regarding any particular location or site which the Parties agree to license; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of Verizon in different geographic areas and as a result, each Supplement may be signed by Verizon affiliated entities as further described, as appropriate based upon the entity holding the FCC license in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties agree:

- 1) PREMISES. Under the terms of this Agreement and the applicable Supplement, Homewood agrees to license to Verizon that certain space on or upon Homewood's utility poles, and/or wireless support structures as more fully described in each Supplement to be executed by the Parties hereinafter referred to as the "Premises", for the installation, operation, maintenance, repair and modification of small wireless facilities; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty-four (24) hours a day, over the Property (as defined below) and to and from the Premises for installation, operation, maintenance, repair and modification of Verizon's small wireless facilities. Homewood's utility poles, wireless support structures and other poles and towers are hereinafter referred to as "Pole" and the entirety of Homewood's property is hereinafter referred to as "Property". If there are not sufficient electric and telephone, cable or fiber utility sources at the Premises or on the Property, Homewood agrees to grant Verizon the right to install such utilities on, over and/or under the Property and to the Premises for Verizon to operate its communications facility, but only from a duly authorized provider of such utilities, provided the location of such utilities shall be designated by Homewood.

- 2) PERMIT APPLICATION. For each small wireless facility, Verizon shall apply to Homewood for permit that includes:
- a) Site specific structural integrity and, for Homewood's utility pole or wireless support structure, a make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - b) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;
 - c) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
 - d) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
 - e) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
 - f) Certification that the collocation complies with the Small Wireless Facilities Ordinance requirements, to the best of the applicant's knowledge.
 - g) The application fee due.
- 3) APPLICATION FEES. Application fees are subject to these requirements:
- a) Verizon shall pay an application fee of \$650.00 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure and \$350.00 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures.
 - b) Verizon shall pay an application fee of \$1,000.00 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.

- c) Notwithstanding any contrary provision of state law or local ordinance, applications under this Section must be accompanied by the required application fee.
- d) Homewood shall not require an application, approval, or permit, or require any fees or other charges, from Verizon, for:
 - 1) routine maintenance; or
 - 2) the replacement of wireless facilities with wireless facilities substantially similar, the same size, or smaller if Verizon notifies Homewood at least 10 days before the planned replacement and includes equipment specifications for the replacement of equipment consistent with the requirements of this Agreement; or
 - 3) the installation, placement, maintenance, operation, or replacement of small wireless facilities suspended on cables strung between existing utility poles in compliance with applicable safety codes, provided this provision does not authorize such facilities to be suspended from municipal electric lines, if any.

Verizon shall secure a permit from Homewood to work within rights-of-way for activities that affect traffic patterns, require lane closures and alley and sidewalk closures.

4) REQUIREMENTS.

- a) Verizon's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Verizon shall install small wireless facilities of the type and frequency that will not unacceptably interfere with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured under industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a small wireless facility causes such interference, and Verizon has been given written notice of the interference by the public safety agency, Verizon, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. Homewood may terminate a permit for a small wireless facility based on such interference if Verizon is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for

- interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.
- b) Verizon shall not install devices on the existing utility pole or wireless support structure that extend beyond 10 feet of the poles existing height.
 - c) Verizon shall install pole mounted equipment at a minimum of 8 feet from the ground.
 - d) Verizon shall be limited to one (1) cabinet or other ground mounted device for ground mounted installations.
 - e) Verizon shall paint or otherwise camouflage antennas, mounting hardware, and other devices to match or complement the structure upon which they are being mounted.
 - f) Verizon shall install landscaping at the base of poles regarding any ground equipment installed by Verizon on which devices are being installed as required by Section 12, of the Village of Homewood Zoning Ordinance, as now or hereafter amended of Homewood.
 - g) Verizon shall comply with all the terms and conditions of Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended regarding construction of utility facilities.
 - h) Verizon shall comply with requirements imposed by a contract between Homewood and a private property owner that concern design or construction standards applicable to utility poles and ground mounted equipment in the right-of-way.
 - i) Verizon shall comply with spacing requirements in Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended concerning the location of ground mounted equipment in the right-of-way.
 - j) Verizon shall comply with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended concerning undergrounding requirements or determinations from the municipal officer or employee in charge of municipal utilities, in any.
 - k) Verizon shall comply with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended for construction and public safety in the rights-of-way, including, but not limited to, wiring and cabling requirements, grounding requirements, utility pole extension

- requirements, and signage limitations; and shall comply with reasonable and nondiscriminatory requirements consistent with PA 100-0585 and adopted by Homewood regulating the location, size, surface area and height of small wireless facilities, or the abandonment and removal of small wireless facilities.
- l) Verizon shall not collocate small wireless facilities within the communication worker safety zone of the Pole or the electric supply zone of the Pole on Homewood utility poles that are part of an electric distribution or transmission system. However, the antenna and support equipment of the small wireless facility may be in the communications space on Homewood utility pole and on the top of the Pole, if not otherwise unavailable, if Verizon complies with Homewood's Municipal Code including Chapter 34; Article VI., as now or hereafter amended for work involving the top of the pole. For purposes of this subparagraph, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.
 - m) Verizon shall comply with the Homewood Municipal Codes, as now or hereafter amended that concern public safety.
 - n) Verizon shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement. Verizon shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.
 - o) Verizon shall notify Homewood before performing routine maintenance that would require restricting access to streets, sidewalks, or access to any building.
 - p) Verizon shall comply with the Village of Homewood Appearance Plan that provides direction for decorative utility poles, or stealth, concealment, and aesthetic requirements identified by Homewood in Chapter 28 of the Homewood Municipal Code, as now or hereafter amended, Homewood's comprehensive plan dated May 25, 1999, and Homewood's Downtown Master Plan, dated March 2005, or other written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

- q) Homewood requires the following design or concealment measures in a historic district or historic landmark:
- 1) Whether the proposed work will highlight or positively enhance any exterior feature of the property and improvements.
 - 2) Whether any new improvements will have a positive effect and harmonized with the external appearance of neighboring improvements.
 - 3) The extent and process of any proposed demolition and subsequent changes in landscaping.
 - 4) Whether the proposed work will result in the maintenance or addition of site landscaping and other vegetation.
 - 5) A report from the building inspector in the state of repair and structural stability of the improvement under construction.
 - 6) Any changes in the essential character of the area which would occur as a result of approval of the application.
 - 7) Whether the proposed work is in accordance with the Secretary of the Interior's Standards for Rehabilitation as found in 36 CFR 67, as amended from time to time.
 - 8) Whether the proposed work conforms to any design criteria or other specific guidelines which the village board may later adopt.
 - 9) If the proposal is for complete demolition:
 - a) Whether, applying the criteria of section 22-23, the village would suffer an irreparable loss.
 - b) Whether there are other structures in the community having the same or similar historical background or whether the subject property is unique.
 - c) Whether the proposed new use of the subject property is permitted under the village's zoning ordinance.

Any such design or concealment measures, including restrictions on a specific category of poles, may not have the effect of prohibiting any Verizon's technology. Such design and concealment measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility. This paragraph may not be construed to limit Homewood's enforcement of historic preservation in conformance with the requirements adopted under the Illinois State Agency Historic Resources Preservation Act or the National Historic

Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.* and the regulations adopted to implement those laws.

5) APPLICATION PROCESS. Homewood shall process applications as follows:

- a) An application to collocate a small wireless facility on an existing utility pole, replacement of an existing utility pole or wireless support structure owned or controlled by Homewood shall be processed by Homewood and deemed approved if Homewood fails to approve or deny the application within 90 days. However, if Verizon intends to proceed with the permitted activity on a deemed approved basis, Verizon must notify Homewood in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by Homewood. The receipt of the deemed approved notice shall not preclude Homewood's denial of the permit request within the time limits as provided in the Small Wireless Facilities Ordinance.
- b) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed and deemed approved if Homewood fails to approve or deny the application within 120 days. However, if Verizon applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant must notify Homewood in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application. The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by Homewood. The receipt of the deemed approved notice shall not preclude Homewood's denial of the permit request within the time limits as provided in the Small Wireless Facilities Ordinance.
- c) Homewood shall approve an application unless the application does not meet the requirements of the Small Wireless Facilities Ordinance.
- d) If Homewood determines that applicable codes, local code provisions or regulations that concern public safety, or the requirements of the Small Wireless Facilities Ordinance require that the utility pole or wireless support structure be replaced before the requested collocation, approval may be conditioned on the replacement of the utility pole or wireless support structure at the cost of Verizon. Homewood must document the basis for a denial, including the specific code provisions or application

conditions on which the denial was based, and send the documentation to Verizon on or before the day Homewood denies an application. Verizon may cure the deficiencies identified by Homewood and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. Homewood shall approve or deny the revised application within 30 days after Verizon resubmits the application or it is deemed approved. However, Verizon must notify Homewood in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the resubmitted application. Any subsequent review shall be limited to the deficiencies cited in the denial. However, this revised application cure does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

- e) COMPLETENESS OF APPLICATION. Within 30 days after receiving an application, Homewood shall determine whether the application is complete and notify the applicant. If an application is incomplete, Homewood shall specifically identify the missing information. An application shall be deemed complete if Homewood fails to notify the applicant with 30 days after all documents, information and fees specifically enumerated in Homewood's permit application form are submitted by the application to Homewood. Processing deadlines are tolled from the time Homewood sends the notice of incompleteness to the time the applicant provides the missing information.
- f) TOLLING. The period for applications may be further tolled by the express agreement in writing by both Homewood and Verizon; or a local, state or federal disaster declaration or similar emergency that causes the delay.
- g) CONSOLIDATED APPLICATIONS. A Verizon seeking to collocate small wireless facilities within the jurisdiction of Homewood shall be allowed, at Verizon's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. If an application includes multiple small wireless facilities, Homewood may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Homewood may issue separate permits for each collocation approved in a consolidated application.

- 6) COLLOCATION COMPLETION DEADLINE. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless Homewood and Verizon agree to extend this period or a delay is caused by make-ready work for a Homewood utility pole or by the lack of commercial power or backhaul availability at the site, provided Verizon has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless Homewood grants an extension in writing to Verizon.
- 7) DURATION OF PERMITS AND SUPPLEMENTS. The duration of a permit and the initial Supplement shall be for a period of (not less than 5 years), and the permit and Supplement shall be renewed for equivalent durations unless Homewood makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable codes or the Small Wireless Facilities Ordinance, as now or hereafter amended. If P.A. 100-0585 is repealed as provided in Section 90 of the Act, renewals of permits shall be subject to Homewood's code provisions or regulations in effect at the time of renewal.
- 8) EXTENSIONS. Each Supplement may be extended for additional five (5) year terms unless Verizon terminates it at the end of the then current term by giving Homewood written notice of the intent to terminate at least three (3) months before the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "Term". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern regarding any remaining Supplements in effect until their expiration or termination.
- 9) RENTAL. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided, however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that Verizon commences installation of the equipment on the Premises (the "Commencement Date") at which time rental payments shall commence and be due at a total annual rental as set forth in the Supplement, to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to Homewood in the Supplement (unless Homewood otherwise designates another payee and provides notice to Verizon). Homewood and Verizon acknowledge and agree that the initial rental payment for each Supplement shall not actually be sent by Verizon until thirty (30) days after the Commencement Date. Homewood and Verizon agree that they shall acknowledge in writing the Commencement Date of

each Supplement. Rental for any poles under this Agreement, shall be an annual fee of \$200.00 per each wireless facility which Verizon attaches to Homewood's pole. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of the applicable Supplement. Upon agreement of the Parties, Verizon may pay rent by electronic funds transfer and Homewood agrees to provide to Verizon bank routing information for such purpose upon request of Verizon.

- 10) ABANDONMENT. A small wireless facility not operated for a continuous period of 12 months shall be considered abandoned and Verizon must remove the small wireless facility within 90 days after receipt of written notice from Homewood notifying Verizon of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by Homewood to Verizon at the last known address of Verizon. If the small wireless facility is not removed within 90 days of such notice, Homewood may remove or cause the removal of such facility and charge said costs to Verizon.

Verizon shall provide written notice to Homewood of any sale or transfer of small wireless facilities not less than 30 days before such transfer and the notice shall include the name and contact information of the new wireless provider.

- 11) CONDITION OF PREMISES. Where the Premises includes one or more Poles, Homewood covenants it will keep the Poles in good repair as required by all federal, state, county and local laws. If Homewood fails to make such repairs including maintenance within 60 days of any notification to Homewood, Verizon may cease annual rental for the effected poles, but only if the poles are no longer capable of being used for the purpose originally contemplated in this Agreement or otherwise do not comply with existing law. If Verizon terminates, Verizon shall remove its small wireless facility. Termination of this Agreement shall be Verizon's sole remedy.
- 12) MAKE-READY TERMS. Homewood shall not require more make-ready work than required to meet applicable codes or industry standards. Make-ready work may include work needed to accommodate additional public safety communications needs identified in a documented and approved plan for the deployment of public safety equipment as specified and included in an existing or preliminary Homewood or public service agency plan. Fees for make-ready work, including any Homewood utility pole attachment, shall not exceed actual costs or the amount charged to communications service providers for similar work and shall not include any consultants' fees or expenses for Homewood utility poles that do not support aerial facilities used

to provide communications services or electric service. Make-ready work, including any pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by Homewood at Verizon's sole cost and expense. Unless otherwise agreed by the parties, make-ready work shall be performed by LICENSEE or its qualified contractor.

- 13) AERIAL FACILITIES. For Homewood utility poles that support aerial facilities used to provide communications services or electric services, Verizon shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. Homewood shall follow a substantially similar process for such make-ready work except if the timing requirements are otherwise addressed in the Small Wireless Facilities Ordinance. The good faith estimate of the person owning or controlling Homewood's utility pole for any make-ready work necessary to enable the pole to support the requested collocation shall include Homewood utility pole replacement, if necessary. Make-ready work for utility poles that support aerial facilities used to provide communications services or electric services may include reasonable consultants' fees and expenses.
- 14) NO AERIAL FACILITIES. For Homewood utility poles that do not support aerial facilities used to provide communications services or electric services, Homewood shall provide a good faith estimate for any make-ready work necessary to enable Homewood utility pole to support the requested collocation, include pole replacement, if necessary, within 90 days after receipt of a complete application. Make-ready work, including any Homewood utility pole replacement, shall be completed within 60 days of written acceptance of the good faith estimate by Verizon at Verizon's sole cost and expense. Alternatively, if Homewood determines that applicable codes or public safety regulations require Homewood's utility pole to be replaced to support the requested collocation, Homewood may require Verizon to replace Homewood's utility pole at Verizon's sole cost and expense.
- 15) GENERAL RESTRICTIONS. If Homewood, in its reasonable discretion deems it necessary to remove, relocate or replace a Pole, Homewood shall notify Verizon at least one hundred eighty (180) days prior of the need to remove or relocate its small wireless facility. In such event, Homewood shall provide options for alternative locations for Verizon relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Verizon shall be solely responsible for all costs related to the relocation of its small wireless facility to the Alternative Premises. If a suitable Alternative Premises cannot be identified, Verizon may terminate the applicable Supplement. If an emergency occurs, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Homewood

must provide as much notice as reasonably practical under the circumstances. Verizon may terminate this Agreement by giving written notice to the other Party specifying the date of termination, such notice to be given not less than one hundred eighty (180) days before the date specified therein.

- 16) ELECTRICAL. Verizon shall be permitted to connect its equipment to necessary electrical and telephone service, at Verizon's expense. Verizon shall attempt to coordinate with utility companies to provide separate service to Verizon's equipment for Verizon use. If Verizon can obtain separate electrical service with a separate meter measuring usage, Verizon shall pay the utility directly for its power consumption, if billed directly by the utility. If separate electrical service is not possible or practical under the circumstances, Verizon may use existing service, at Verizon's expense, upon the reasonable approval of Homewood. If Verizon uses existing utility service at an individual Premises, the Parties agree to either: (i) attempt to have a sub-meter installed, at Verizon's expense, which shall monitor Verizon's utility usage (with a reading and subsequent bill for usage delivered to Verizon by either the applicable utility company or Homewood); or (ii) provide for an additional fee in the applicable Supplement which shall cover Verizon's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Supplement.
- 17) TEMPORARY POWER. Verizon shall be permitted at any time during the Term of each Supplement, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by Homewood. Verizon shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by Homewood.
- 18) USE; GOVERNMENTAL APPROVALS. Verizon shall use the Premises for the purpose of constructing, maintaining, repairing and operating small wireless facilities and uses incidental thereto. Verizon shall have the right to replace, repair and modify equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, in conformance with the original Supplement. It is understood and agreed that Verizon's ability to use the Premises is contingent upon its obtaining after the execution date of each Supplement the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities and a satisfactory building structural analysis which will permit Verizon use of the Premises. In the event that (i) any of such applications for such Governmental Approvals

should be finally rejected; (ii) any Governmental Approval issued to Verizon is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; and (iii) Verizon determines that such Governmental Approvals may not be obtained promptly, Verizon may terminate the applicable Supplement. Notice of Verizon's exercise of its right to terminate shall be given to Homewood under the notice provisions in Paragraph 23 and shall be effective upon the mailing of such notice by Verizon, or upon such later date as designated by Verizon. All rentals paid to said termination date shall be retained by Homewood. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other. Otherwise, Verizon shall have no further obligations for the payment of rent to Homewood for the terminated Supplement. Notwithstanding anything to the contrary in this Paragraph, Verizon shall continue to be liable for all rental payments to Homewood until all equipment is removed from the Property.

19) INSURANCE.

- a) Required Coverages and Limits. Verizon shall secure and maintain the following liability insurance policies insuring Verizon as named insured and including Homewood, and its elected and appointed officers, officials, and employees as additional insureds as their interest may appear under this Agreement on the policies in paragraphs i) and ii) below:
 - 1) Commercial general liability insurance, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits of ten million dollars (\$10,000,000) per occurrence for bodily injury, property damage and ten million dollars general aggregate including personal and advertising injury.
 - 2) Commercial Automobile liability covering all owned, non-owned and hired vehicles with a combined single limit of one million dollars (\$1,000,000) each accident for bodily injury and property damage;
 - 3) Worker's compensation with statutory limits and Employer's liability insurance with limits of one million dollars (\$1,000,000) each accident/disease/policy limit. The contractor's insurance coverage shall be primary as respects Homewood, its officials, , employees and volunteers. Any insurance or self-insurance maintained by Homewood, its officials, , employees and volunteers shall be excess of contractor's insurance and shall not contribute with it. Verizon shall require contractors and subcontractors performing the work on behalf

of Verizon to obtain and maintain substantially the same coverage as required of Verizon.

- b) Upon receipt of notice from its insurer(s) Verizon shall provide the Village Manager with thirty (30) days prior written notice of cancellation of any required coverage by First Class Mail addressed to the Village Manager of such intent to cancel or not to renew. Verizon shall obtain and furnish to Homewood evidence of replacement insurance policies meeting the requirements of this Section.
 - c) Self-Insurance. Verizon may self-insure all or a portion of the insurance coverage and limit requirements required by subsection (a) of this Section. If Verizon self-insures, it is not required, to the extent of such self-insurance, to comply with the requirements of subsections (b), (c) and (d) of this Section. If Verizon self-insures, it shall provide to Homewood evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under subsection (a) of this Section, such as evidence that Verizon is a "private self-insurer" under the Workers Compensation Act.
 - d) Effect of Insurance and Self-Insurance on Verizon's Liability. The legal liability of Verizon to Homewood for any of the matters that are the subject of the insurance policies or self-insurance required by this Section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
 - e) Insurance Companies. All insurance provided under this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Verizon in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.
- 20) INDEMNIFICATION. Verizon shall indemnify and hold Homewood harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of Homewood's improvements or right-of-way associated with such improvements by Verizon or its employees, agents, or contractors arising out of the rights and privileges granted under this Agreement and PA 100-0585. Verizon has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of Homewood or its employees or agents. Verizon further waives any claims that Verizon may have against Homewood regarding consequential, incidental, or special damages, however caused, based on the theory of liability.

- 21) REMOVAL AT END OF TERM. Verizon shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage not caused by Verizon excepted. Homewood agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Verizon shall remain the personal property of Verizon and Verizon may remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Verizon to remain on the Premises after termination of the Supplement, Verizon shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the antenna structure, fixtures and all personal property are completed.
- 22) RIGHTS UPON SALE. Should Homewood, during the Term of any Supplement sell or transfer all or any part of the Property such sale or grant of an easement or interest therein shall be under and subject to the Supplement and any such purchaser or transferee shall recognize Verizon's rights hereunder and under the terms of the Supplement.
- 23) NOTICES. All notices must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):
- For Homewood: Village of Homewood
Attn: Village Manager
2020 Chestnut Rd.
Homewood IL 60430
- with copy to: Christopher J. Cummings
Village Attorney
2024 Hickory Rd., Suite 205
Homewood IL 60430
- For Verizon: Chicago SMSA Limited Partnership d/b/a Verizon
Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention Network - Real Estate

with copy to: Chicago SMSA Limited Partnership d/b/a Verizon
Wireless
1515 E Woodfield Rd.
10th Floor
Schaumburg, IL 60173
Attn: Network Legal

Notice to the village under Section 23 above shall be made by email to:
generalinfo@homewoodil.gov.

Either Party may change the addressee and/or location for giving notice to it by providing thirty (30) days' prior written notice to the other Party.

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained under the foregoing.

- 24) CASUALTY. If damage by fire occurs or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Pole or Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Verizon's operations at the Premises for over forty-five (45) days, then Verizon may, following such fire or other casualty, provided Homewood has not completed the restoration required to permit Verizon to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to Homewood. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, regarding payments due to the other under the Supplement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Verizon's use of the Premises is impaired.
- 25) DEFAULT. If there is a breach by a Party regarding any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have 30 days in which to cure any breach, provided the breaching Party shall have such extended period, not to exceed 90 days, as may be required beyond the 30 days if the breaching Party commences the cure within the 30-day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching

Party after the 30-day cure period, as potentially extended to 90 days based on circumstances.

- 26) REMEDIES. If a default occurs by either Party regarding a material provision of this Agreement, without limiting, other than by the specific terms of this Agreement, the non-defaulting Party in exercising any right or remedy which the non-defaulting Party may have for such default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state of Illinois. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to obtaining reasonably required insurance policies. The costs and expenses of such performance by the non-defaulting Party shall be due by the defaulting Party upon invoice therefor.
- 27) APPLICABLE LAWS. During the Term, Homewood shall maintain the Property and the Pole in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws"). Verizon shall, regarding the condition of the Premises and at Verizon's sole cost and expense, comply with (a) all Laws relating solely to Verizon's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by Verizon in the Premises. It shall be Homewood's obligation to comply with all Laws relating to the Pole in general, without regard to specific use (including, without limitation, modifications required to enable Verizon to obtain all necessary building permits).
- 28) BOND. Verizon shall deposit with Homewood once, before the commencement of the first Supplement a bond in a form reasonably acceptable to Homewood for \$10,000 per small wireless facility to guarantee the safe and efficient removal of any equipment from any Premises subject to this Agreement, which equipment remains over 30 days after rental payment has ceased and Licensee has failed to remove the equipment. The funds may also be used to restore the Premises to original condition if Verizon fails to do so.
- 29) MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time contain all agreements, promises and understandings between Homewood and Verizon regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either Homewood or Verizon in any dispute, controversy or proceeding. This

Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state of Illinois.

30) EXECUTION IN COUNTERPARTS. This Agreement and any Supplements may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

31) AUTHORIZATION. Verizon certifies and warrants it has the authority to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

Village of Homewood

Attest: _____
Village Clerk

By: _____
Richard A. Hofeld
Village President

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Attest: _____

By: _____

Name: _____

Title: _____

EXHIBIT "A"

LICENSE SUPPLEMENT

This License Supplement (Supplement), is made on _____ between the Village of Homewood, with principal offices at 2020 Chestnut Road, Homewood, IL 60430, hereinafter designated "Homewood" and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920, with its principal offices at [Address], hereinafter designated "Verizon."

1. Master License Agreement. This Supplement is a Supplement as referenced in that certain Master License Agreement between Homewood and Verizon dated August XX, 2020 (the Agreement). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. If a contradiction occurs, modification or inconsistency between the Agreement and this Supplement, this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated.
2. Premises. The Property owned by Homewood is located at _____. The Premises licensed by Homewood to Verizon are described on Exhibit "1" attached hereto and made a part hereof.
3. Term. The Commencement Date and the Term of this Supplement shall be as set forth in Paragraph 7 of the Agreement.
4. Consideration. Rent under this Supplement shall be \$200.00 per year, payable to Homewood at its principal offices. Thereafter, rent will be due at each annual anniversary of the "Commencement Date" of this Supplement. Verizon shall obtain electrical service and provide for a separate meter and billing from the applicable utility provider.
5. Site Specific Terms. (Include any site specific terms)

IN WITNESS WHEREOF, the Parties have set their hands and affixed their respective seals the day and year first above written.

Village of Homewood

Attest:_____

By:_____

Richard Hofeld
Village President

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partne

Attest:_____

By: _____

Name:_____

Title: _____

EXHIBIT 1

Premises

(see attached site plans)