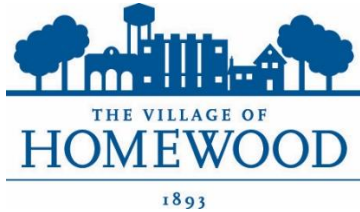


MEETING AGENDA



**Village of Homewood
Board of Trustees
September 8, 2020
7:00 P.M.**

**Village Hall Board Room
2020 Chestnut Road
Homewood, IL 60430**

The September 8, 2020 Village Board meeting will be conducted remotely via Zoom, as allowed by Governor Pritzker's Executive Order 2020-07.

The public is invited to monitor the meeting using the dial-in number below. Members of the public may comment on agenda items or other subjects related to village business by email to comments@homewoodil.gov or by placing written comments in the drop box outside village hall. Comments received by 4:00 p.m. on Tuesday, September 8, 2020 will be read into the record of the meeting.

Dial in using your phone.
Meeting Call: (312) 626-6799
Meeting I.D.: 961 6038 1330
Meeting Password: 292 310

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 25, 2020. Minutes attached.
6. CLAIMS LIST: Consider a motion to approve the Claims List of Tuesday, September 8, 2020 in the amount of \$1,201,211.53. Claims List attached.
7. HEAR FROM THE AUDIENCE
8. OMNIBUS VOTE: Consider a motion to pass, approve, authorize, accept, or award the following items "A" through "D":
 - A. REAPPOINTMENT: Consider a motion to approve the following reappointments – Ellen Dreyfus to the Ethics Commission for a 3-year term ending September. 12, 2023 and Tony Greep to the Tree Committee for a 3-year term ending September 8, 2023.
 - B. ORDINANCE M-2140/BOND ISSUANCE: Consideration and action on an Ordinance providing for the issuance of approximately \$1,790,000 General Obligation Limited Tax Bonds, Series 2020, of the Village of Homewood, Cook County, Illinois, for the purpose of financing the costs of certain capital expenditures within the Village, providing for the levy and collection of a direct annual tax to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

MEETING AGENDA

- C. PUBLIC WORKS UNION/COLLECTIVE BARGAINING AGREEMENT: Consider a motion to approve the Collective Bargaining Agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 31, Local 2891 for the period covering 2020 to 2025.
- D. RESOLUTION R-3062/SALE OF MUNICIPAL PROPERTY: Consider a motion to accept a contract to purchase surplus real estate owned by the Village of Homewood at 18462 Dixie Highway, Homewood, Illinois.
- 9. GENERAL BOARD DISCUSSION
- 10. EXECUTIVE SESSION: Consider a motion to enter into executive session under 5 ILCS 120/2 (c) 11 to discuss pending litigation.
- 11. ADJOURN

VILLAGE OF HOMEWOOD
BOARD OF TRUSTEES MEETING
TUESDAY—AUGUST 25, 2020
VILLAGE HALL BOARD ROOM
and audio conferencing

CALL TO ORDER: Village President Hofeld called the regular meeting of the Village Board to order at 7 p.m. The meeting was conducted by President Hofeld from the Boardroom.

PLEDGE OF ALLEGIANCE: President Hofeld dispensed with the Pledge of Allegiance.

ROLL CALL: Clerk Marilyn Thomas called the roll. Those present were Village President Richard Hofeld at Village Hall, with Trustee Barbara Dawkins, Trustee Lisa Purcell, Trustee Karen Washington, Trustee Lauren Roman, Trustee Jay Heiferman, Trustee Larry Burnson, and Clerk Thomas via audio conference.

NOTE: Due to the Governor's emergency order because of the COVID-19 pandemic and social distancing recommendations, and the Village President finding that, pursuant to Public Act 101-0640, an in-person meeting is not prudent, elected officials are permitted to participate via video/audio. The public was invited to listen into the meeting live via audio. The public was invited to submit comments by email before the meeting. All elected officials were able to hear one another as well as all discussion.

INTRODUCTION OF STAFF: Village President Hofeld was at Village Hall with Village Manager Jim Marino and Village Attorney Christopher Cummings. Director of Economic Development Angela Mesaros and Director of Public Works John Schaefer linked remotely. Assistant Village Manager Napoleon Haney was present and assisted with the Zoom link-up.

MINUTES: The minutes of the General Board Meeting of August 11, 2020, were reviewed. There were no comments or corrections.

A motion was made by Trustee Burnson and seconded by Trustee Purcell to accept the minutes as presented.

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Roman, Heiferman and Burnson. NAYS –None. Motion carried.

CLAIMS LIST: The Claims List in the amount of \$598,526.78 was reviewed. There were no questions from the Trustees.

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

President Hofeld said two items were the majority of the Claims List: \$330,917.92 to the City of Harvey for water; \$68,986.65 to Burns & McDonnell engineers for work on the water system link-up with Chicago Heights.

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Roman, Heiferman and Burnson. NAYS –None. Motion carried.

HEAR FROM THE AUDIENCE: Clerk Thomas read a letter from Robin Predny asking trustees to take action to limit the noise from outdoor performances at Mama & Me Pizzeria. The village is allowing outdoor dining, and Predny said the business has taken food and music service outside. As a neighbor to the business she is disturbed by the music that she says is extremely loud, especially on weekends.

President Hofeld asked Manager Marino to follow up with the police department on the noise issue.

OMNIBUS AGENDA: Clerk Thomas presented the Omnibus Agenda:

- A. Reappointment: Consider a motion to approve the following reappointments – Jim Wright to the Appearance Commission for a 3-year term ending Aug. 25, 2023; Thomas Hamilton to the Community Relations Commission for a 3-year term ending Aug. 25, 2023; Troy O’Quin to the Community Relations Commission for a 3-year term ending Aug. 25, ,2023; Nancy Spaniak to the Community Relations Commission for a 3-year term ending Aug. 25, 2023.
- B. RESOLUTION R-3061/APPROVING REVISED PERSONNEL MANUAL: Consider a motion to approve a resolution approving a revised personnel manual with an effective date of September 11, 2020.
- C. FAÇADE RESTORATION PROJECT/WATER PLANT #1:
 - i. BUDGET AMENDMENT: Consider a motion to approve a budget amendment of \$11,170 to account 13-3337-55-8370 (Water Plant #1 Restoration) which increases the FY2020/2021 budget amount from \$83,830 to \$95,000. Work is necessary because of masonry issues on the water tank.
 - ii. BID AWARD: Award the bid for the Water Plant #1 – Façade Restoration Project to Berglund Construction of Chicago, Illinois, the lowest responsible bidder, at the unit prices submitted, with a base bid of \$95,000.

A motion was made by Trustee Burnson and seconded by Trustee Washington to accept the Omnibus Agenda as presented.

Roll Call: AYES—Trustees Dawkins, Purcell, Washington, Roman, Heiferman and Burnson. NAYS –None. Motion carried.

GENERAL BOARD DISCUSSION: Trustees asked residents to consider social distancing and wearing masks. Trustee Burnson noted that neighboring communities in Will County are forced to close their indoor dining because of high COVID-19 numbers. He doesn't want to see that happen in Homewood.

EXECUTIVE SESSION: Consider a motion to enter into Executive Session under 5ILCS 120/2 (c) 11 to discuss pending litigation.

A motion was made by Trustee Washington and seconded by Trustee Burnson to move to Executive Session.

The board moved to Executive Session at 7:12 p.m.

The board returned from Executive Session at 7:45 p.m.

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

The meeting was adjourned at 7:45 p.m. on voice vote.

Respectfully submitted,

Marilyn Thomas
Village Clerk

Public Comments received prior to the Regular Board Meeting on 8/25/2020

From: R. Predny [mailto:rpredny@yahoo.com]

Sent: Thursday, August 20, 2020 8:53 PM

To: PublicComments <comments@homewoodil.gov>

Subject: Ongoing Noise Issues from Mama and Me Pizzeria without Consideration

I am writing to you today in the hopes of gaining some assistance with an ongoing problem with noise coming from Mama and Me Pizzeria on Dixie Highway.

I have lived in the neighborhood directly behind Mama and Me Pizzeria for over 14 years. It has been a wonderful location close to downtown Homewood, and I love my neighbors and my neighborhood. However, this paradise has become a prison since the spring.

Mama and Me Pizzeria started having live bands play behind their restaurant at this time. The bands are so loud that I can hear the instrumentation and the singing with clear lyrics inside my house, often over the television on a loud volume and over Zoom work-related meetings I am trying to have in my home. When it first started, I attempted to call Mama and Me and speak with the manager. She was friendly, but the volume did not lessen. I attempted to communicate with the manager and the owner several times through messages and phone calls. The owner lied to me. She told me that I should call if the music was too loud and she would turn it down. I called and was put on hold indefinitely. She told me that the bands were only playing on Friday nights. They are playing Thursday, Friday, and Saturday nights. I called the Village of Homewood and they told me to call the police. I called the police and nothing changed. In fact, the music has gotten louder.

What can I do?

How does the interest of this business supersede the interests of the people who live in the neighborhood?

Who is issuing so many permits on a regular basis to a business that backs up to a residential area?

I walked over tonight, Thursday August 20th, 2020, to see the band's set up. There were less than 10 people in the tent listening to the band. The tent was wide open, flaps tied up to the top, without any buffer between the band and the neighborhood. There was no attempt to keep the noise from traveling. All for 8 people. There are dozens of people who live in the neighborhood.

Culture and other venues in Homewood are playing indoors. Why isn't Mama and Me setting up their bands indoors? They certainly have a large enough space that they can keep patrons socially distanced. When the bands play indoors, the neighbors cannot hear the music. For months now, I cannot even sit inside my house after a long day at work and relax because I cannot escape the noise. I have tried to explore avenues to get help with the situation. It seems that if Mama and Me is going to have music, they should have to attempt to keep it low enough to not bother the people who live behind them.

Imagine if every Thursday, Friday, and Saturday evening, you were forced to have music you did not enjoy inside your home. What would happen if it was teenagers with loud bass and music blasting from a car? They wouldn't be allowed to bother their neighbors. I no longer feel safe, and I certainly don't feel considered by the village. There should certainly be some limits in place, and I would hope that the Village Board could help define them in the interests of all residents.

I am asking you to help with this matter so that we can all enjoy living in Homewood, every day of the week.

Sincerely,
Robin Predny
Longtime Homewood Resident and Volunteer

Name	Description	DEPARTMENT	Net Invoice Amount
AMAZON CAPITAL SERVICES, I	PUBLIC EDUC. SUPPLIES	FIRE DEPARTMENT	57.62
AMAZON CAPITAL SERVICES, I	PUBLIC EDUCATION SUP	FIRE DEPARTMENT	31.96
Total AMAZON CAPITAL SERVICES, INC:			89.58
AMERICAN LAWN CORP.	SHOPPING CARTS FOR JUNE 2020	FIRE DEPARTMENT	2,000.00
AMERICAN LAWN CORP.	GRASS CUTTING AT 5 PROPERTIES, 4 PROPERTIES ALR	FIRE DEPARTMENT	360.60
AMERICAN LAWN CORP.	GRASS CUTTING AT 6 PROPERTIES, 6 LOCATIONS ALRE	FIRE DEPARTMENT	497.34
Total AMERICAN LAWN CORP.:			2,857.94
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	.76
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	35.60
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	11.01
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	48.83
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	3.31
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	3.69
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	58.44
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	48.16
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	25.32
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	7.80
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	29.28
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	51.52
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS	PUBLIC WORKS	29.84
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	96.00
ARAMARK UNIFORM SERVICE	AUG PW UNIFORMS SERVICE CHARGE	PUBLIC WORKS	2.72
ARAMARK UNIFORM SERVICE	AUG TOWEL SERVICE	PUBLIC WORKS	32.00
ARAMARK UNIFORM SERVICE	AUG RUGS & MATS ALL BLDGS	PUBLIC WORKS	1,187.52
Total ARAMARK UNIFORM SERVICE:			1,671.80
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 08-11-2020	ASSETS	1,171.20
AVALON PETROLEUM COMPAN	FUEL INVENTORY DIESEL 08-18-2020	ASSETS	1,401.40
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 08-18-2020	ASSETS	1,370.55
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 08-11-2020	ASSETS	4,564.80
AVALON PETROLEUM COMPAN	FUEL INVENTORY GASOLINE 08-18-2020	ASSETS	2,465.00
Total AVALON PETROLEUM COMPANY:			10,972.95
BARBARA OTTO	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	468.80
Total BARBARA OTTO:			468.80
BATTERIES PLUS	BATTERIES/BATTERY BACK UP	PUBLIC WORKS	221.85
BATTERIES PLUS	BATTERY'S PW	PUBLIC WORKS	18.66
Total BATTERIES PLUS:			240.51
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES - FD	FIRE DEPARTMENT	63.40
Total BOUND TREE MEDICAL LLC:			63.40
BROUWER BROTHERS STE	CARPET CLEANING	FIRE DEPARTMENT	699.00
Total BROUWER BROTHERS STEAMATIC:			699.00
C & M PIPE SUPPLY	MANHOLE SUPPLIES	PUBLIC WORKS	461.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total C & M PIPE SUPPLY:			461.00
CERTIFIED FLEET SERV	AERIAL AIR CONTROL CYLINDERS	PUBLIC WORKS	169.62
Total CERTIFIED FLEET SERVICES INC:			169.62
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	516.00
Total CHARLES SCHEIWE:			516.00
CHEVROLET OF HOMEWOOD	AIR CONDITIONING EVAPORATOR L&M DUMP	PUBLIC WORKS	404.86
Total CHEVROLET OF HOMEWOOD:			404.86
CHRISTOPHER J. CUMMINGS, P	AUGUST LEGAL SERVICE	PUBLIC WORKS	507.00
CHRISTOPHER J. CUMMINGS, P	AUGUST LEGAL SERVICE	MANAGER'S OFFICE	13,661.77
CHRISTOPHER J. CUMMINGS, P	AUGUST LEGAL SERVICE	MANAGER'S OFFICE	1,500.00
Total CHRISTOPHER J. CUMMINGS, P.C.:			15,668.77
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-15	PUBLIC WORKS	73,087.22
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-15	PUBLIC WORKS	112,728.85
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-16	PUBLIC WORKS	73,087.22
CITY OF HARVEY WATER	AUGUST WATER PURCHASED 13-16	PUBLIC WORKS	126,453.12
Total CITY OF HARVEY WATER:			385,356.41
COMCAST	COMCAST TV POLICE DEPT	MANAGER'S OFFICE	4.21
Total COMCAST:			4.21
COMCAST BUSINESS CORP	FIBER INTERNET VH AND FIBER NETWORK CONNECTIO	MANAGER'S OFFICE	1,671.91
COMCAST BUSINESS CORP	PRI TELEPHONE SERVICE ALL DIRECT DIAL NUMBERS	MANAGER'S OFFICE	421.32
Total COMCAST BUSINESS CORP:			2,093.23
COMED	ELECTRICITY	PUBLIC WORKS	6,269.15
COMED	ELECTRICITY	PUBLIC WORKS	260.23
COMED	ELECTRICITY	PUBLIC WORKS	981.58
COMED	ELECTRICITY	PUBLIC WORKS	463.11
COMED	ELECTRICITY	PUBLIC WORKS	34.68
Total COMED:			8,008.75
CONCENTRIC INTEGRATION	WATER PLANT 2 METER ISSUES/SCADA SERVER ISSUE	PUBLIC WORKS	852.43
Total CONCENTRIC INTEGRATION:			852.43
CONSTELLATION NEW ENERGY	CO-OP ELECTRICITY	PUBLIC WORKS	3,398.42
CONSTELLATION NEW ENERGY	CO-OP ELECTRICITY	PUBLIC WORKS	3,300.62

Name	Description	DEPARTMENT	Net Invoice Amount
Total CONSTELLATION NEW ENERGY, INC.:			6,699.04
CONTRACTORS ACOUSTICAL S	BLDG MAINT SUPPLIES - PW	PUBLIC WORKS	75.00
Total CONTRACTORS ACOUSTICAL SUPPLY:			75.00
CONWAY SHIELD	QUARTERMASTER UNIFORM - FD	FIRE DEPARTMENT	398.50
Total CONWAY SHIELD:			398.50
COOK COUNTRY TREASURE	2ND PROP TAX INSTALLMENT. KARATEE FOR KIDS	MANAGER'S OFFICE	7,924.17
Total COOK COUNTRY TREASURER:			7,924.17
CORE & MAIN LP	WATER MAIN REPAIR CLAMPS	PUBLIC WORKS	1,393.15
CORE & MAIN LP	WATER PLANT 2 METER GASKET	PUBLIC WORKS	56.26
CORE & MAIN LP	WATER MAIN REPAIR COUPLINGS	PUBLIC WORKS	2,023.00
CORE & MAIN LP	WATER METER SUPPLIES	PUBLIC WORKS	1,168.00
Total CORE & MAIN LP:			4,640.41
DANIEL ROSSI	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	460.80
Total DANIEL ROSSI:			460.80
DELTA SONIC CAR WASH	CAR WASH POLICE	PUBLIC WORKS	4.50
Total DELTA SONIC CAR WASH:			4.50
DENISE MCGRATH	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	24.97
Total DENISE MCGRATH:			24.97
DMC SECURITY SERVICE	ALARM MONITORING SERVICES	PUBLIC WORKS	402.25
Total DMC SECURITY SERVICE:			402.25
EBEL'S ACE HARDWARE	OPERATING SUPPLIES - PW	PUBLIC WORKS	97.17
Total EBEL'S ACE HARDWARE:			97.17
EJ USA, INC.	B-BOX CAPS	PUBLIC WORKS	337.16
Total EJ USA, INC.:			337.16
EMMA CAIN	MED REFUND	ASSETS	84.65
Total EMMA CAIN:			84.65
ERIC SCHAMBER	RELEASE OF BOND FOR 1941 RIDGE ROAD	ASSETS	550.00
Total ERIC SCHAMBER:			550.00
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	442.34
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	136.35
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	56.46

Name	Description	DEPARTMENT	Net Invoice Amount
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	56.46
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	81.25
EXPERT CHEMICAL	DISPOSABLE COMMODITIES	PUBLIC WORKS	559.80
Total EXPERT CHEMICAL:			1,332.66
FEDERAL EXPRESS	EXPRESS POSTAGE FEES -	MANAGER'S OFFICE	321.61
FEDERAL EXPRESS	EXPRESS POSTAGE/DPW	MANAGER'S OFFICE	169.70
Total FEDERAL EXPRESS:			491.31
FLEET SAFETY SUPPLY	EMERGENCY LIGHTING POLICE	PUBLIC WORKS	214.93
Total FLEET SAFETY SUPPLY:			214.93
FOSTER COACH SALES INC	VEHICLE PARTS - FD	FIRE DEPARTMENT	46.21
Total FOSTER COACH SALES INC:			46.21
GALLAGHER MATERIAL CORP	ASPHALT - PW	PUBLIC WORKS	648.00
Total GALLAGHER MATERIAL CORP:			648.00
GARY PRICE	FARMERS MARKET VENDOR REFUND	MANAGER'S OFFICE	144.00
Total GARY PRICE :			144.00
GFC LEASING	FIRST COPIER LEASE PMT INTERIM RENT	MANAGER'S OFFICE	1,668.16
Total GFC LEASING:			1,668.16
GRAINGER INC	STEEL CUTOFF WHEELS	PUBLIC WORKS	59.75
Total GRAINGER INC:			59.75
HACH CO	WATER SAMPLE SUPPLIES	PUBLIC WORKS	213.03
Total HACH CO:			213.03
HELSEL JEPPEPERSON ELECTRI	VEHICLE PARTS	FIRE DEPARTMENT	8.76
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	100.00
HELSEL JEPPEPERSON ELECTRI	ELECTRICAL SUPPLIES	PUBLIC WORKS	60.00
Total HELSEL JEPPEPERSON ELECTRICAL:			168.76
HOMEWOOD DISPOSAL	MAIN BREAK STREET SWEEPING	PUBLIC WORKS	70.59
Total HOMEWOOD DISPOSAL:			70.59
HY TEST SAFETY SHOE SERVI	WORK BOOTS (VICTOR)	PUBLIC WORKS	169.99
Total HY TEST SAFETY SHOE SERVICE:			169.99
ICMA RC	IN-SERVICE BENEFIT FEE - Q2 2020	POLICE DEPARTMENT	675.00
Total ICMA RC:			675.00

Name	Description	DEPARTMENT	Net Invoice Amount
ICOPY	CALUMET CC LEGAL	MANAGER'S OFFICE	466.55
ICOPY	CALUMET CC LEGAL PROJECT	MANAGER'S OFFICE	259.85
Total ICOPY:			726.40
INGALLS OCCUPATIONAL HEAL	CDL RANDOM DRUG SCREEN	PUBLIC WORKS	106.00
INGALLS OCCUPATIONAL HEAL	CDL RANDOM DRUG SCREEN	PUBLIC WORKS	179.00
Total INGALLS OCCUPATIONAL HEALTH:			285.00
INTERSTATE BATTERY	BATTERIES POLICE PATROL UNIT	PUBLIC WORKS	348.90
Total INTERSTATE BATTERY:			348.90
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	3,980.91
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	2.49
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	1,772.71
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	715.85
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4,787.32
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	4,212.83
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	2.49
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	148.00
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,579.68
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,776.61
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,857.44
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	1,968.92
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4.98
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,069.80
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	3,210.36
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	7,289.68
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,871.06
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	27,567.35
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	4.98
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	3,801.17
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2.49
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	1,597.63
IPBC	SEPTEMBER INSURANCE PREMIUM	FIRE DEPARTMENT	2.49
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	50,755.43
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	9.96
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	12,292.82
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	4,427.16
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	5,812.76
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	62,428.68
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	239.30
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	717.99
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,382.91
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	4,404.20
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	5,743.94
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2,179.90
IPBC	SEPTEMBER INSURANCE PREMIUM	PUBLIC WORKS	2.49
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	858.29
IPBC	SEPTEMBER INSURANCE PREMIUM	POLICE DEPARTMENT	6,921.92-
IPBC	SEPTEMBER INSURANCE PREMIUM	MANAGER'S OFFICE	712.94-
Total IPBC:			225,848.21
J & J'S CREATIVE COL	REPAIR VEHICLE SEATS	FIRE DEPARTMENT	345.00

Name	Description	DEPARTMENT	Net Invoice Amount
Total J & J'S CREATIVE COLOR			345.00
COLORS, JAMES FINFROCK	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	344.00
Total JAMES FINFROCK:			344.00
JAMES GANNON	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	1,295.36
Total JAMES GANNON:			1,295.36
JONES PARTS & SERVICE INC	TIMING COVER PLUG LS2 GENERATOR	PUBLIC WORKS	22.61
	EMISSIONS COOLER KIT LARGE PLOW TRUCK 39	PUBLIC WORKS	2,942.55
Total JONES PARTS & SERVICE INC:			2,965.16
KANKAKEE TRUCK EQUIPMEN	HYDRAULIC CONTROL VALVE UTILITY DUMP	PUBLIC WORKS	1,575.00
Total KANKAKEE TRUCK EQUIPMENT:			1,575.00
LAW OFFICE OF DENNIS G GIA	MONTHLY INVOICE (JULY 7, 2020) ADMINISTRATIVE HEA	MANAGER'S OFFICE	525.00
Total LAW OFFICE OF DENNIS G GIANOPOLUS:			525.00
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PW	PUBLIC WORKS	191.10
LEEPS SUPPLY CO INC	PLUMBING REPAIRS - PW	PUBLIC WORKS	208.15
Total LEEPS SUPPLY CO INC:			399.25
LEONS FLOOR COVERING	FD STAIR TREAD	PUBLIC WORKS	1,015.00
Total LEONS FLOOR COVERING:			1,015.00
LOTT #1 INC	PRISONER MEALS	POLICE DEPARTMENT	97.88
Total LOTT #1 INC:			97.88
MARIAN KIEPURA	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	241.13
Total MARIAN KIEPURA:			241.13
MCMASTER CARR SUPPLY	BLDG MAINT SUPPLIES - PW	PUBLIC WORKS	396.12
Total MCMASTER CARR SUPPLY:			396.12
MEDICAL REIMBURSEMENT SE	AMBULANCE FEES 5% JULY	ASSETS	2,156.17
Total MEDICAL REIMBURSEMENT SERVICES:			2,156.17
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	22.15
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	41.94
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	20.98
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	35.44
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	150.90
MENARDS INC	TRUCK STOCK	PUBLIC WORKS	3.29
MENARDS INC	PORTABLE FUEL TANK WHEELS	PUBLIC WORKS	22.99
MENARDS INC	STREET LIGHT SUPPLIES	PUBLIC WORKS	6.30

Name	Description	DEPARTMENT	Net Invoice Amount
MENARDS INC	TRUCK STOCK	PUBLIC WORKS	6.87
MENARDS INC	UNDERBODY PLOW BOLTS	PUBLIC WORKS	32.02
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	133.74
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	43.29
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	.79
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	115.31
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	9.03
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	57.41
MENARDS INC	LOCATING PAINT	PUBLIC WORKS	11.74
MENARDS INC	SEWER JET SUPPLIES	PUBLIC WORKS	13.93
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	61.91
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	22.43
MENARDS INC	BUILDING MAINT SUPPLIES	PUBLIC WORKS	18.99
MENARDS INC	OPERATING SUPPLIES	PUBLIC WORKS	95.73
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	104.58
MENARDS INC	OPERATING SUPPLIES	FIRE DEPARTMENT	19.97
Total MENARDS INC:			1,050.15
METROPOLITAN MAYORS CAU	MEMBERSHIP DUES	MANAGER'S OFFICE	869.54
Total METROPOLITAN MAYORS CAUCUS:			869.54
MICHAEL BARTELSEN	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	301.26
Total MICHAEL BARTELSEN:			301.26
MINUTEMEN SECURITY TECHN	UPGRADE AND RENEWAL OF PD LPR SOFTWARE	MANAGER'S OFFICE	1,238.75
Total MINUTEMEN SECURITY TECHNOLOGIES:			1,238.75
MONARCH AUTO SUPPLY	AIR FILTER POLICE	PUBLIC WORKS	25.54
MONARCH AUTO SUPPLY	AIR BRAKE TUBE AERIAL TRUCK	PUBLIC WORKS	19.60
MONARCH AUTO SUPPLY	HYDRAULIC HOSE ENDS PLOW TRUCK	PUBLIC WORKS	53.09
MONARCH AUTO SUPPLY	HYDRAULIC HOSE ENDS PLOW TRUCK	PUBLIC WORKS	82.25
MONARCH AUTO SUPPLY	HYDRAULIC FITTINGS AND HOSES PLOW TRUCK	PUBLIC WORKS	310.44
MONARCH AUTO SUPPLY	HYDRAULIC HOSE ENDS PLOW TRUCK	PUBLIC WORKS	154.90
Total MONARCH AUTO SUPPLY:			645.82
MOTOROLA SOLUTIONS, INC	COMMUNICATIONS EQUIP - FD	FIRE DEPARTMENT	227.50
Total MOTOROLA SOLUTIONS, INC:			227.50
MUNICIPAL CLERKS OF S/W SU	2020-21 MEMBERSHIP FEE FOR VILLAGE CLERK AND DE	MANAGER'S OFFICE	30.00
Total MUNICIPAL CLERKS OF S/W SUBURBS:			30.00
NICOR	NATURAL GAS	PUBLIC WORKS	1,409.48
NICOR	NATURAL GAS	PUBLIC WORKS	40.92
NICOR	NATURAL GAS	PUBLIC WORKS	39.61
Total NICOR:			1,490.01
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	91.00
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	527.98
O'HERRON CO	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	161.84

Name	Description	DEPARTMENT	Net Invoice Amount
Total O'HERRON CO:			780.82
PAUL ZAREMBA	GRANT WRITING SERVICES	MANAGER'S OFFICE	3,750.00
Total PAUL ZAREMBA:			3,750.00
PERFORMANCE PIPELINING, IN	SEWER SLIP LINING	PUBLIC WORKS	254,331.00
Total PERFORMANCE PIPELINING, INC:			254,331.00
PHOENIX FIRE SYSTEMS	FIRE EXTINGUISHER	PUBLIC WORKS	202.65
Total PHOENIX FIRE SYSTEMS:			202.65
PITNEY BOWES	POSTAGE SUPPLIES	MANAGER'S OFFICE	37.12
Total PITNEY BOWES:			37.12
RAYMOND MC CALLUM	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	504.00
Total RAYMOND MC CALLUM:			504.00
ROBERT WENDT	80% MEDICARE SUPPLEMENT REIMBURSEMENT	MANAGER'S OFFICE	619.94
Total ROBERT WENDT:			619.94
RONALD J. NIXON	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	40.00
Total RONALD J. NIXON:			40.00
RUSH TRUCK CENTERS OF IND	2021 INTERNATIONAL HV507 PLOW TRUCK	PUBLIC WORKS	206,174.00
Total RUSH TRUCK CENTERS OF INDIANA, INC:			206,174.00
RUSSO POWER EQUIPMENT	OPERATING SUPPLIES - PW	PUBLIC WORKS	211.08
RUSSO POWER EQUIPMENT	OPERATING SUPPLIES - PW	PUBLIC WORKS	119.97
Total RUSSO POWER EQUIPMENT:			331.05
SAFETY KLEEN	PARTS AND BRAKE WASER SERVICE	PUBLIC WORKS	534.02
Total SAFETY KLEEN:			534.02
SARAH JOHANNA MEEKS	CONTRACTUAL GRAPHIC DESIGN AND SOCIAL MEDIA	MANAGER'S OFFICE	268.95
Total SARAH JOHANNA MEEKS:			268.95
SEBIS - POSTAGE	SEBIS POSTAGE SEPT 2020	PUBLIC WORKS	278.44
SEBIS - POSTAGE	SEBIS POSTAGE AUGUST 2020	PUBLIC WORKS	2,279.32
Total SEBIS - POSTAGE:			2,557.76
SECRETARY OF STATE	CONFIDENTIAL PLATE RENEWAL	PUBLIC WORKS	151.00
Total SECRETARY OF STATE:			151.00

Name	Description	DEPARTMENT	Net Invoice Amount
SEECO ENVIRONMENTAL SERV	PHASE 1 STUDY 2018 RIDGE RD.	MANAGER'S OFFICE	2,600.00
Total SEECO ENVIRONMENTAL SERVICES:			2,600.00
SHEPLEY MOTOR EXPRESS	STONE	PUBLIC WORKS	1,289.19
Total SHEPLEY MOTOR EXPRESS:			1,289.19
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	105.82
SHERWIN WILLIAMS	PAINT - MSC	PUBLIC WORKS	313.90
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	44.86
SHERWIN WILLIAMS	PAINT	PUBLIC WORKS	110.78
Total SHERWIN WILLIAMS:			575.36
SHERWIN WILLIAMS #32	PAINT	PUBLIC WORKS	129.26
Total SHERWIN WILLIAMS #32:			129.26
SHOREWOOD HOME & AUTO IN	STANDER MOWER BLADES AND BOLTS	PUBLIC WORKS	127.86
SHOREWOOD HOME & AUTO IN	PARTS RETURN CREDIT	PUBLIC WORKS	143.46-
SHOREWOOD HOME & AUTO IN	STANDER MOWER DECK WHEELS AND HARDWARE	PUBLIC WORKS	434.53
Total SHOREWOOD HOME & AUTO INC.:			418.93
SiteOne LANDSCAPE SUPPLY L	MATERIALS & CHEMICALS - PW	PUBLIC WORKS	92.04
SiteOne LANDSCAPE SUPPLY L	MATERIALS & CHEMICALS - PW	PUBLIC WORKS	256.21
Total SiteOne LANDSCAPE SUPPLY LLC:			348.25
STANARD & ASSOCIATES INC.	2020 FIRE TEST WRITTEN EXAM AND ORAL BOARDS	MANAGER'S OFFICE	5,140.90
Total STANARD & ASSOCIATES INC.:			5,140.90
STANDARD EQUIPMENT CO	JET HOSE ENDS VACTOR	PUBLIC WORKS	119.69
Total STANDARD EQUIPMENT CO:			119.69
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - PW	PUBLIC WORKS	3,050.55
STRADA CONSTRUCTION	CONCRETE/OUTSIDE CONTR - PW	PUBLIC WORKS	7,201.71
Total STRADA CONSTRUCTION:			10,252.26
SUBURBAN LABORATORIES IN	WATER SAMPLES	PUBLIC WORKS	980.00
Total SUBURBAN LABORATORIES INC:			980.00
SWIFT SAW & TOOL SUPPLY	SAW BLADES	PUBLIC WORKS	143.95
Total SWIFT SAW & TOOL SUPPLY:			143.95
TERMINIX PROCESSING CNTR	PEST CONTROL/PD - PW	PUBLIC WORKS	97.00
TERMINIX PROCESSING CNTR	PEST CONTROL - FD	PUBLIC WORKS	98.00
Total TERMINIX PROCESSING CNTR:			195.00
TERRY REGINALD	WATER DEPOSIT REFUND	ASSETS	28.88

Name	Description	DEPARTMENT	Net Invoice Amount
Total TERRY REGINALD:			28.88
THE EAGLE UNIFORM CO, INC	QUARTERMASTER-UNIFORMS-PD	POLICE DEPARTMENT	70.00
Total THE EAGLE UNIFORM CO, INC:			70.00
TRAFFIC CONTROL & PROTEC	OPERATING SUPPLIES - PW	PUBLIC WORKS	416.20
TRAFFIC CONTROL & PROTEC	SIGN MATERIALS - PW	PUBLIC WORKS	85.20
Total TRAFFIC CONTROL & PROTECTION:			501.40
US SAFETY PRODUCTS	MASKS	FIRE DEPARTMENT	567.50
Total US SAFETY PRODUCTS:			567.50
USA BLUEBOOK	NITRILE GLOVES AND SCRUB WIPES VM	PUBLIC WORKS	275.86
USA BLUEBOOK	VALVE KEY	PUBLIC WORKS	90.43
USA BLUEBOOK	HYDRAULIC FITTING O-RING KIT	PUBLIC WORKS	166.53
Total USA BLUEBOOK:			532.82
UTERMARK & SONS	GRASS CUTTING AT 2 PROPERTIES	FIRE DEPARTMENT	93.96
UTERMARK & SONS	GRASS CUTTING AT 5 PROPERTIES, 1 PROPERTY ALRE	FIRE DEPARTMENT	259.90
Total UTERMARK & SONS:			353.86
VAN DRUNEN FORD CO	BRAKE BACKING PLATE POLICE	PUBLIC WORKS	6.11
VAN DRUNEN FORD CO	WHEEL BEARING POLICE UTILITY	PUBLIC WORKS	181.04
VAN DRUNEN FORD CO	ACCIDENT REPAIR STREET UTILITY	PUBLIC WORKS	1,271.00
Total VAN DRUNEN FORD CO:			1,458.15
VERIZON CONNECT NWF INC.	GPS UNITS-PW	PUBLIC WORKS	86.95
Total VERIZON CONNECT NWF INC. :			86.95
WALTS FOOD CENTER	DONUTS	PUBLIC WORKS	118.08
Total WALTS FOOD CENTER:			118.08
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-FIN	MANAGER'S OFFICE	79.60
WAREHOUSE DIRECT OFFICE	OFFICE SUPPLIES-VH	MANAGER'S OFFICE	348.15
WAREHOUSE DIRECT OFFICE	COPY PAPER	PUBLIC WORKS	133.21
Total WAREHOUSE DIRECT OFFICE PDTS:			560.96
WELDSTAR COMPANY	WELDING EQUIPMENT	PUBLIC WORKS	821.96
WELDSTAR COMPANY	WELDING EQUIPMENT	PUBLIC WORKS	821.00
Total WELDSTAR COMPANY:			1,642.96
Grand Totals:			1,201,211.53

Name	Description	DEPARTMENT	Net Invoice Amount
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Dated: _____
Village Clerk: _____



BOARD AGENDA MEMORANDUM

Date: 9/4/2020
To: Jim Marino, Village Manager
From: Dennis Bubenik, Finance Director
Subject: General Obligation Limited Tax Bonds, Series 2020

Board Action - Ordinance Consideration

Summary: The Village of Homewood desires to issue General Obligation (GO) bonds to fund a number of budgeted capital improvements. These non-referendum bonds are allowed by the State of Illinois for non-home rule communities such as Homewood. The maximum debt issuance allowed for this type of bond is 1/2 of 1% of the Village's total Equalized Assessed Value (EAV).

Similar bonds were issued by the Village in 2002, 2006, 2010, 2014, and 2017. Property taxes will be the debt service source of funds used to pay back the principle and interest on these GO Bonds.

Discussion: The Village of Homewood, in conjunction with the financial adviser firm of Speer Financial Inc. of Chicago, IL, on September 8, 2020, will offer GO Limited Tax Bonds Series 2020 of \$1,790,000 to the banking community in a private placement sale. This type of sale was used in both 2014 and 2017 and resulted in lower interest rates and less bond issuance expenses so the Village. A lower interest rate means less property taxes required to pay back the bonds and lower bond issuance expenses result in more of the GO bond proceeds being used for capital projects. The Village will, again in 2020, utilize a similar private placement sale method.

Staff Recommendation: Staff recommends the Village Board approve the attached ordinance, as prepared by the legal firm of Chapman and Cutler LLC of Chicago, IL, which provides for the issuance of \$1,790,000 of General Obligation Limited Tax Bonds, Series 2020.

Because the sale date of September 8, 2020 is after the date that this memo was written, additional information on the details of this bond sale will be distributed to the Board at the September 8, 2020 Village of Homewood Board of Trustees meeting.

Financial Impact:

Funding Source: Capital Improvement Program

Amount: \$1,700,000

Bond proceeds will be used to fund various capital budget items such as, replacement vehicle purchases, Ridge Road Storm Sewer Project and ambulance purchase, to name a few.

Legal Review: Legal Review Completed by Village Attorney and Bond Attorney

Attachment: Bond Ordinance - \$1,790,000 General Obligation Limited Tax Bonds, Series 2020

ORDINANCE NUMBER M-2140

AN ORDINANCE providing for the issuance of \$1,790,000 General Obligation Limited Tax Bonds, Series 2020, of the Village of Homewood, Cook County, Illinois, for the purpose of financing the costs of certain capital expenditures within the Village, providing for the levy and collection of a direct annual tax to pay the principal and interest on said bonds, and authorizing the sale of said bonds to the purchaser thereof.

WHEREAS, the Village of Homewood, Cook County, Illinois (the "*Village*"), is a municipality and unit of local government operating under the constitution and laws of the State of Illinois, including the Illinois Municipal Code, as amended (the "*Act*"); and

WHEREAS, the President and Board of Trustees of the Village (the "*Board*") has considered the needs of the Village and has determined and does hereby determine that it is necessary, desirable and in the best interests of the Village to borrow at this time the sum of \$1,790,000 for the purpose of financing the costs of certain capital expenditures within the Village (the "*Project*"); and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the Board, on the 9th day of July, 2020, called a public hearing (the "*Hearing*") for the 28th day of July, 2020, concerning the intent of the Board to sell bonds to finance the Project; and

WHEREAS, notice of the Hearing was given by (i) publication at least once not less than seven (7) nor more than thirty (30) days before the date of the Hearing in the *Daily Southtown*, the same being a newspaper of general circulation in the Village, and (ii) posting at least 96 hours before the Hearing a copy of said notice at the principal office of the Board; and

WHEREAS, the Hearing was held on the 28th day of July, 2020, and at the Hearing, the Village's Finance Director explained the reasons for the proposed bond issue and the Board

permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the Hearing was finally adjourned on the 28th day of July, 2020, and not less than seven (7) days have passed since the final adjournment of the Hearing; and

WHEREAS, it is in the best interest of the Village to issue bonds of the Village in the aggregate principal amount of \$1,790,000 to evidence said borrowing and for the purpose of paying costs of the Project; and

WHEREAS, the Board does hereby further find and determine that upon the issuance of the Bonds in the amount of \$1,790,000, all in accordance with the provisions of the Section 8-5-16 of the Act, the aggregate outstanding bonds of the Village issued pursuant to said Section, including the Bonds, will not exceed one-half of one per cent of the assessed value of all of the taxable property located within the Village, and accordingly, the Board is authorized to issue the Bonds without submitting the question of such issuance to the electors of the Village for approval; and

WHEREAS, the Board does hereby further find and determine that the Bonds shall be issued as limited bonds under the provisions of Section 15.01 of the Local Government Debt Reform Act of the State of Illinois, as amended (the "*Debt Reform Act*"), and accordingly, the Board is authorized to issue the Bonds without submitting the question of such issuance to the electors of the Village for approval; and

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

Section 1. Incorporation of Preambles; Determination to Issue Bonds. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference. It is necessary

and in the best interests of the Village to finance the Project, to pay all related costs and expenses incidental thereto, and to borrow money and issue bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the provisions of the Act; and these findings and determinations shall be deemed conclusive.

Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$1,790,000 upon the credit of the Village and as evidence of such indebtedness to issue bonds of the Village in said amount, the proceeds of said bonds to be used for the Project, and that it is necessary to borrow \$1,790,000 of said authorized sum and issue bonds in evidence thereof, and these findings and determinations, together with those set forth in the preambles to this Ordinance, shall be deemed conclusive.

Section 3. Bond Details. There be borrowed by for and on behalf of the Village the sum of \$1,790,000 for the purpose aforesaid, and that bonds of the Village shall be issued in said amount and shall be designated "General Obligation Limited Tax Bonds, Series 2020" (the "*Bonds*"). The Bonds shall be dated September 22, 2020, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$100,000 or integral multiples of \$5 in excess thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable serially (subject to prior redemption as hereinafter set forth) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2021	\$	[]%
2022		[]%
2023		[]%

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on June 1, 2021.

Interest on each Bond shall be paid by check or draft of _____, _____, _____, as bond registrar and paying agent (the "*Bond Registrar*"), payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal office of the Bond Registrar.

Section 4. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they shall determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this

Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 5. Registration of Bonds; Persons Treated as Owners. The Village shall cause books (the "*Bond Register*") for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his or her attorney duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said principal office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, *provided, however*, the principal amount

of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 6. Redemption. The Bonds are not subject to redemption prior to maturity.

Section 7. Form of Bond. The Bonds shall be in substantially the following form; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [10] shall be inserted immediately after paragraph [1]:

[Form of Bond - Front Side]

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

VILLAGE OF HOMEWOOD

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2020

See Reverse Side for
Additional Provisions

Interest
Rate: _____%

Maturity
Date: December 1, 20__

Dated
Date: September 22, 2020

Registered Owner: _____, _____, _____

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the Village of Homewood, Cook County, Illinois, a municipality and political subdivision of the State of Illinois (the "*Village*"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing June 1, 2021, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal office of _____, _____, _____, as bond registrar and paying agent (the "*Bond Registrar*").

Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the Village, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. Although this Bond constitutes a general obligation of the Village and no limit exists on the rate of said direct annual tax, the amount of said tax is limited by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "*Law*"). The Law provides that the annual amount of the taxes to be extended to pay the issue of bonds of which this Bond is one and all other limited bonds (as defined in the Local Government Debt Reform Act of the State of Illinois, as amended) heretofore and hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Law) of the Village (the "*Base*"), as more fully described in the proceedings of the Village providing for the issue of this Bond. The Village is authorized to issue from time to time additional limited

bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds. THE VILLAGE HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] IN WITNESS WHEREOF, the Village of Homewood, Cook County, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

President, Village of Homewood,
Cook County, Illinois

ATTEST:

SPECIMEN

Village Clerk, Village of Homewood
Cook County, Illinois

[SEAL]

Date of Authentication: September 22, 2020

CERTIFICATE
OF
AUTHENTICATION

Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the General Obligation Limited Tax Bonds, Series 2020, of the Village of Homewood, Cook County, Illinois.

as Bond Registrar

By _____ SPECIMEN
Authorized Officer

[Form of Bond - Reverse Side]

VILLAGE OF HOMEWOOD

COOK COUNTY, ILLINOIS

GENERAL OBLIGATION LIMITED TAX BOND, SERIES 2020

[6] This Bond is one of a series of bonds (the "*Bonds*") issued by the Village for the purpose of financing the costs of certain capital expenditures within the Village, and paying expenses incidental thereto, all as described and defined in the ordinance of the Village, adopted by the President and Board of Trustees of the Village on the 8th day of September, 2020, authorizing the Bonds (the "*Ordinance*"), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; and as further supplemented by the Property Tax Extension Limitation Law, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended, and with the Ordinance, which has been duly passed by the President and Board of Trustees of the Village, approved by the President, and published, in all respects as by law required.

[7] The Bonds are not subject to redemption prior to maturity.

[8] This Bond is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal office of the Bond Registrar in _____, _____, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the denomination of \$100,000 or integral multiples of \$5 in excess thereof. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Bond Registrar shall

not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending at the opening of business on such interest payment date.

[10] The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 8. Sale of Bonds. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer of the Village (the "*Treasurer*"), and shall be by the Treasurer delivered to _____, _____, the purchaser thereof (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being \$ _____; the contract for the sale of the Bonds (the "*Purchase Contract*") heretofore entered into is in all respects ratified, approved and confirmed, and the officers of the Village designated in the Purchase Contract are authorized and directed to execute the Purchase Contract on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the Board, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Term Sheet and any final Term Sheet relating to the Bonds (the "*Term Sheet*") is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the Village are hereby authorized to take any action as may be required on the part of the Village to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Term Sheet, the Term Sheet and the Bonds.

Section 9. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax for that purpose; and there is hereby levied on all of the taxable property in the Village, in addition to all other taxes, the following direct annual tax, to-wit:

FOR THE YEAR

A TAX TO PRODUCE THE SUM OF:

2020	\$ _____	for interest and principal up to and including December 1, 2021
2021	\$ _____	for interest and principal
2022	\$ _____	for interest and principal

Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the Village, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The Village covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levy and the Village and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Board shall, by proper proceedings, direct the transfer of such funds to the hereinafter defined Bond Fund, and shall then further direct the abatement of the taxes by the amount so deposited. The Village covenants and agrees that it will not direct the abatement of taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk of The County of Cook, Illinois (the "*County Clerk*") in a timely manner to effect such abatement.

Section 10. Filing with County Clerk. Forthwith upon the passage of this Ordinance, the Village Clerk is hereby directed to file a certified copy of this Ordinance with the County Clerk; and the County Clerk shall in and for each of the years 2020 to 2022, inclusive, ascertain the rate necessary to produce the tax herein levied; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the Village for general corporate purposes of the Village; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Bond and Interest Fund Account of 2020" (the "*Bond Fund*"), which taxes are hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds.

Section 11. Limitation on Extension; General Obligation Pledge; Additional Obligations. Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the Village shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the Village (the "*Base*").

No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the Village.

The Village is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the Village's limited bonds.

Section 12. Use of Bond Proceeds. Accrued interest received on the delivery of the Bonds is hereby appropriated for the purpose of paying first interest due on the Bonds and is hereby ordered deposited into the Bond Fund. The principal proceeds of the Bonds and any premium received from the sale of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds and for the purpose of paying the cost of the Project, and that portion thereof not needed to pay such costs of issuance is hereby ordered deposited into the Capital Improvement Account of the Village (the "*Project Fund*"). Alternatively, the Treasurer may allocate such proceeds to one or more related project funds of the Village already in existence; *provided, however*, that this shall not relieve the Treasurer of the duty to account for the proceeds as herein provided. (Any such one or more funds shall also be referred to hereinafter, collectively, as the "*Project Fund*".) The Board reserves the right, as it becomes necessary from time to time, to revise the Project to meet current needs of the Village; *subject, however*, to the tax covenants set forth herein. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Bond Registrar on behalf of the Village from the proceeds of the Bonds.

Section 13. Non-Arbitrage and Tax-Exemption. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended (the "*Code*"), or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from Federal income taxation for interest paid on the Bonds, under

present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the District responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 14. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the Village hereby declares its intent to reimburse such expenditures and

hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 15. Designation of Issue. The Village hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code.

Section 16. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

Section 17. Duties of Bond Registrar. If requested by the Bond Registrar, the President and Village Clerk are authorized to execute the Bond Registrar’s standard form of agreement between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 18. Record-Keeping Policy and Post-Issuance Compliance Matters. On August 12, 2014, the Board adopted a record-keeping policy (the “Policy”) in order to maintain

sufficient records to demonstrate compliance with its covenants and expectations to ensure the appropriate federal tax status for the debt obligations of the Village, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the Village or the holder to receive federal tax benefits, including, but not limited to, qualified tax credit bonds and other specified tax credit bonds. The Board and the Village hereby reaffirm the Policy.

Section 19. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption and approval as provided by law.

Section 20. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication.

ADOPTED: September 8, 2020

AYES: _____

NAYS: _____

ABSENT: _____

Approved: September 8, 2020

President, Village of Homewood, Cook County,
Illinois

ATTEST:

Village Clerk, Village of Homewood,
Cook County, Illinois

Recorded in the Village Records on September 8, 2020.



BOARD AGENDA MEMORANDUM

Date: 9/4/2020
To: Jim Marino, Village Manager
From: John Schaefer, Director of Public Works
Subject: American Federation of State, County and Municipal Employees (AFSCME) Collective Bargaining Agreement

Board Action - Contract/Agreement Consideration

Summary: Approve the Collective Bargaining Agreement (CBA) between the Village of Homewood and the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, Council 31, Local 2891 Union, for five years starting May 1, 2020 and ending April 30, 2025.

Discussion: On May 1, 2020 the collective bargaining agreement between the Village of Homewood and AFSCME expired. Meetings were held to negotiate the terms and a successor agreement. A tentative agreement on a five-year contract was reached between the Village and the Union. The Union voted to ratify the agreement.

The changes to the agreement are as follows:

Non-economic:

- Union security and Rights section was changed to meet the current laws that are in place
- Affordable Care Act (Cadillac tax) is removed, it is no longer in effect
- Employee Call Back language was clarified to meet the current procedures in place

Economic:

- On-Call Duty Assignment was changed from \$125 per week to \$150 per week
- Call Backs – Language that provides Rehabilitation (Rehab) hours was changed from 16 hours per year to 18 hours per year (rehab hours are for employees to use in situations where the need to rest in order to safely return to work)
- Wages:
 - 1st year 2020 (current year) - 2% wage increase
 - 2nd year 2021 - reopener – *wages only* - for years two and three
 - 3rd year 2022 – *no negotiations*
 - 4th year 2023 – reopener – *wages only* – for years four and five
 - 5th year 2024 – *no negotiations*

All other sections of the previous agreement have remained the same and will continue forward in the new agreement.

Staff Recommendation: Staff recommends the Village Board approve the Collective Bargaining Agreement between the Village of Homewood and the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 31, Local 2891 Union, for five years starting May 1, 2020 and ending April 30, 2025.

Financial Impact: Budgeted

Funding Source: *General Fund*

Budgeted Amount: *N/A*

Legal Review: Legal Review Completed by Village's Labor Attorney

Attachment: Collective Bargaining Agreement

Collective Bargaining Agreement

Between

The Village of Homewood

And

**The American Federation of State, County, and
Municipal Employees,
AFL-CIO, Council 31, Local 2891**

2020-2025

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PREAMBLE

THIS AGREEMENT entered into by the VILLAGE OF HOMEWOOD (hereinafter referred to as the "Village" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31, on behalf and with LOCAL 2891 (Hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees.

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

ARTICLE I - RECOGNITION

Section 1.1 Union Recognized The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for its employees covered by the Certification of Representative issued by the Illinois State Labor Relations Board in Case No. S-RC-71. That case established the bargaining unit as follows:

Included: All employees in the Village of Homewood Department of Public Works, with the following job titles: Utility Service Technician, Mechanic, Maintenance Worker, Building Maintenance Engineer, and Crew Leader.

Excluded: Any employee with the job title "Chief Mechanic," all Managerial, Supervisory and Confidential employees, Peace Officers and Firemen as defined by the Illinois Public Relations Act, and all other employees of the Village of Homewood, Illinois.

Section 1.2 Classifications Not Guaranteed The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer. In the event the Village plans to eliminate or make permanent changes to the classifications or job titles, the Village would notify the Union and seek the Union's input.

Section 1.3 New Classifications The Employer shall promptly notify the Union of its decision to implement any and all new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classifications shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whole functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois Public Labor Relations

Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate by the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper rate of pay for the classification with the Village free to assign a temporary rate pending resolution of negotiations. Article XIX, No Strike-No Lockout, shall continue in effect during these negotiations. If the parties fail to reach agreement in their negotiations management may institute its rate and the Union may file a grievance at the last step of the grievance procedure within ten (10) days of notification of management's decision. Management's rate shall not be changed at this step unless it is clearly unreasonable.

Section 1.4 Gender Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

Section 1.5 Temporary Employees The Village of Homewood Department of Public Works may hire, as needed, seasonal, part-time, or temporary employees to assist in the duties of employees with job titles recognized in Section 1.1 of this Agreement for a period of twelve (12) cumulative months during a rolling calendar period of sixteen (16) consecutive months. When such an employee has worked twelve (12) cumulative months, the Village shall evaluate whether the employee can and should be hired as a full-time bargaining unit employee. Use of these employees shall not cause the layoff of a bargaining unit employee. If a vacant position does not exist, the Village shall decide whether to create a new position and hire the employee after complying with Section 10.7 of this Agreement. If the Village determines that the employee shall not be hired as a full-time bargaining unit employee, the employee shall be terminated.

ARTICLE II – UNION SECURITY AND RIGHTS

Section 2.1 Dues Check Off While this Agreement is in effect, the Village will deduct from each employee's paycheck once each pay period the uniform, regular monthly union dues for each employee in the bargaining unit for whom there is a written notice consistent with Public Act 101-620. The authorization shall remain in effect until revoked by the employee in writing consistent with Public Act 101-620. Payment shall be made by check or by electronic funds transfer. A copy of the current card is provided in Appendix A.

This deduction will include a list of the deductions for each employee in the bargaining unit for whom there is a written notice of authorization consistent with Public Act 101-620. The authorization shall remain in effect until revoked by the employee in writing consistent with Public Act 101-620. The dues deducted from employees shall be remitted to the Chapter by the Employer within twenty (20) calendar days of the deduction, to the appropriate officer of the Union, together with a list of names, amounts, employee ID numbers, and other information consistent with Public Act 101-620. This must include name, address, job title, worksite location, work telephone numbers, identification number, date of hire, work email address, any home and personal cellular telephone numbers on file with the employer, and any personal email addresses on file with the employer consistent with Public Act 101-620.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer burden of administering this provision.

If the employee has no earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount, which will be considered the regular monthly fees twice each contract year during the life of this Agreement. The Union will give the Village thirty (30) days' notice of any such change in the amount of uniform dues to be deducted.

The Village will deduct the monthly union P.E.O.P.L.E. fee for each union member who by a signed separate check off authorization form (Appendix A-1) requests participation in P.E.O.P.L.E. A union member who desires to revoke P.E.O.P.L.E. check off may do so at any time.

Dues and P.E.O.P.L.E. amounts so deducted shall be forwarded by the Village within twenty (20) calendar days of the deduction to Council 31, AFSCME, together with a list of names and amounts for whom deductions have been made as referenced above.

Section 2.2 Union Indemnification The Union shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Village in complying with the provisions of this article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

Section 2.3 Union Access One Union representative, and his or her successor(s) as designated by the Union, shall have access to the premises of the Village in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide advance notice to the Village Manager or his designee and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employees who may otherwise be working.

Nothing in this section prevents the Union from conducting worksite meetings or grievance processing consistent with Public Act 101-620. The Union will provide advanced notice to the Village as outlined above and in line with current practice.

In addition, consistent with Public Act 101-620, the Village shall provide the Union access to the Village mailboxes, where available, to communicate with bargaining unit employees.

Section 2.4 Union Use of Bulletin Boards The Village will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature on existing Village bulletin boards where bargaining unit employees normally work. The Union will limit the posting of Union notices to such bulletin boards.

Section 2.5 Union Orientation The Local Union President or designee shall be allowed up to one (1) hour during work time without loss of pay to discuss the benefits of union matters with all new bargaining unit employees consistent with Public Act 101-620. This meeting shall take place within the first week of employment with the Village.

ARTICLE III - MANAGEMENT RIGHTS

Section 3.1 Management Rights Except as specifically limited by the express provisions of this Agreement, the Village retains traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV - SUBCONTRACTING

Section 4.1 General Policy It is the general policy of the Village to continue to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its best judgment.

Section 4.2 Notice and Discussion Except where an emergency situation exists, before the Village changes its policy involving the overall subcontracting of work in a general area where such policy change will result in the loss of a bargaining unit position, the Village *will* notify the Union of the subcontracting decision ten (10) days prior to the subcontracting of the work and inform the Union of the cost of the work, and allow the Union an opportunity to discuss the Village's decision and its effect on bargaining unit employees.

ARTICLE V - HOURS OF WORK

Section 5.1 Application of this Article This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week. Actual travel time of more than twenty (20) minutes in each direction to or from home shall in

no instance be included as work time or be compensated.

Section 5.2 Normal Workweek and Workday The normal workweek shall consist of forty (40) hours per week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of five (5) eight (8) hour workdays in a calendar week which may be interrupted by a lunch period.

Section 5.3 Changes in Normal Workweek and Workday The normal shifts, workdays, and hours which employees are assigned shall be posted on department bulletin boards. The failure to post shall not constitute an excuse for failure to work. Except where an emergency situation exists, before the Village implements a change in the normal daily or weekly work schedules, the Village will notify the Union of the decision ten (10) days prior to implementation thereof and will allow the Union an opportunity to discuss the Village's decision and its effect on bargaining unit employees.

Section 5.4 Time Clocks The Village may continue its use of time clocks for bargaining unit employees. The Village may institute reasonable rules and regulations pertaining to such time clocks as well as the right to discipline for failure to comply with reasonable time clock requirements. Any employee failing to properly clock in or out at the beginning of a shift or a call-back, or at the end of a shift or overtime period, if required by the Employer, will be subject to discipline. Any employee failing to comply with applicable rules and regulations pertaining to the taking of meal periods will also be specifically subject to discipline.

ARTICLE VI - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period will last for fifteen (15) minutes beginning at the end of the second hour of the work shift and at the end of the sixth hour of the work shift. Rest periods must be taken at these times except that on occasion the Superintendent or his superior may change the designated rest period as the job demands. The fifteen (15) minute rest period shall include any travel time utilized by the employee during the rest period. Employees shall take no more than fifteen (15) minute rest periods.

Employees who for any reason work beyond their regular quitting time shall be granted regular rest periods at the end of the fourth hour and sixth hour of their next work shift, as stated above.

ARTICLE VII - MEAL PERIODS

Section 7.1 Lunch Periods All employees shall be granted an unpaid thirty (30) minute lunch period during each work shift. This lunch period shall begin at the end of the fourth hour of the work shift, except that the Director of Public Works or his designee may grant a different lunch period as operational needs require or upon request of an employee for good cause shown.

Section 7.2 Meal Periods

(a) The Employer shall provide a paid thirty (30) minute meal period to any employee who is requested to, and does, work more than two (2) hours beyond his regular quitting time. If an employee is requested to, and does, work more than two (2) hours beyond his regular quitting time, he shall be furnished additional paid meal periods of thirty (30) minutes each every eight (8) hours thereafter while he continues to work.

The Employer shall provide one meal period to any employee who is requested to, and does, begin work more than two (2) hours prior to his regular starting time and who works continuously through past his regular starting time. The Employer will continue to buy such meals where it has regularly and continuously done so in the past.

(b) The Employer shall provide a paid thirty (30) minute meal period to any employee who is requested to, and does, work more than four (4) hours either on a holiday or on the sixth or seventh day of his workweek. Where the work on a holiday or an employee's sixth or seventh day was previously scheduled, the Employer shall not buy meals as provided for in the previous paragraph.

ARTICLE VIII - CLEAN-UP TIME

Employees shall be granted a paid ten (10) minute personal clean-up period prior to the end of each eight (8) hour work shift.

ARTICLE IX - HOLIDAYS

Section 9.1 Holidays The following are paid holidays for eligible employees:

New Year's Day

Martin Luther King Jr. Birthday

Presidents' Day

Memorial Day Independence Day Labor Day

Thanksgiving Day

Day after Thanksgiving Day Christmas Eve

Christmas Day

1 Floating Holiday (Section 9.6)

Section 9.2 Holidays on Weekends Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 9.3 Holiday Pay For each holiday, an eligible employee shall receive eight (8) hours' pay at his regular straight-time hourly rate. For holidays on which an eligible employee in fact works, the employee shall receive eight (8) hours' pay at his regular straight-time hourly rate plus double-time for all hours actually worked; provided, however, that where an actual holiday falls on a Saturday and the employee works on both the actual holiday (Saturday) and the day of observance (Friday), the employee shall be paid as follows: double-time for all hours actually worked on one of the days and time and one-half for all hours actually worked on the other day. The employee shall designate which day will be paid at the double-time rate and which day will be paid at the time and one-half rate. There will be no compensatory time off granted in lieu of pay for time worked on a holiday.

Section 9.4 Eligibility Requirements In order to be eligible for holiday pay, the employee must work the full scheduled working day immediately preceding and immediately following the holiday, unless he or she is on a legitimate paid leave. This section shall not be construed to make employees on layoff eligible for holiday pay.

Section 9.5 Holiday Hours for Over time Purposes For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.

Section 9.6 Floating Holiday The floating holiday may be taken at any time during the year upon prior authorization of the Director of Public Works or his designee(s).

ARTICLE X - SENIORITY

Section 10.1 Definitions Unless stated otherwise, seniority shall, for the purpose of this Agreement, be defined as an employee's length of continuous service with the Village since the employee's last date of hire.

Section 10.2 Application of Seniority In the application of seniority to promotions from one bargaining unit position to another, filling of permanent openings in classifications within the bargaining unit, layoff, and recall of bargaining unit employees, seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work without further training is equal between two or more employees. When determining the application of seniority, the Village's decision concerning skill and ability shall be made in good faith and its actions shall not be arbitrary or capricious.

Section 10.3 Termination of Seniority Seniority and the employment relationship may, at the Village's discretion, be terminated when an employee:

- (a) quits; or
- (b) retires or is retired; or
- (c) is laid off for a period in excess of two (2) years; or
- (d) is discharged for just cause.

The parties agree the following reasons, among others, constitute cause for discharge when an employee:

- (1) is absent for three (3) consecutive working days without notifying the Village; or
- (2) is laid off and fails to notify the superintendent of his intention to return within three days after receiving notice of recall or who fails to return at the designated time; or
- (3) does not work within forty-eight (48) hours after the termination of an authorized leave of absence.

An employee losing his or her seniority shall, if requested upon reemployment, be granted all previously earned seniority.

Section 10.4 Probationary Period - New Employees All new employees shall be considered probationary employees until they complete a probationary period of six (6) months. The Employer may extend an employee's probationary period for six (6) additional months at its discretion. During the employee's probationary period, the employee may be represented by the Union except in cases of dismissal.

Section 10.5 Probationary Period - Promoted Employees A probationary period of ninety (90) days shall be served by an employee who has been promoted to a bargaining unit position covered by this Agreement after having successfully completed a probationary period in another bargaining unit position covered by this Agreement. If an employee promoted from one bargaining unit position to another fails to satisfactorily complete the probationary period in the promoted-to position because of inability to perform the duties and responsibilities of the new promoted position, the Village will place the employee in his previous position.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period an employee shall acquire seniority which shall be retroactive to the last date of hire with the Village in a position covered by this Agreement.

Section 10.6 Seniority List The Village shall maintain and keep current a seniority roster noting the date of hire and current position by job title and/or classification for all employees covered by this Agreement. A copy of this roster shall be posted at the time this Agreement becomes effective and an updated copy of the seniority roster shall be posted every six (6) months by the Employer. The Union shall, upon request, be provided a copy of each roster which is so posted.

Section 10.7 Transfers and New Job Openings Employees desiring to transfer to other jobs within the bargaining unit shall submit an application in writing to their immediate supervisor. All bargaining unit jobs will be posted for a period of five (5) working days before being filled. If a job is filled without posting, the filling shall not be permanent.

Section 10.8 Layoff and Recall The Village in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- (a) temporary and seasonal employees within the Department of Public Works;
- (b) probationary employees in their original probationary period; and
- (c) in the event of further reductions in force, employees will be laid off from their affected job classification and Division in accordance with their seniority, skill and ability to perform the remaining work without further training. When two or more employees have equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least job classification seniority within the Division will be laid off first.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees will be recalled in reverse order of their layoff, provided they are minimally qualified to perform the work in the job classification and division to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job classification he held prior to being laid off in the event it subsequently becomes available, provided the employee has the current skill and ability to perform the work in question. The Village shall not hire new full-time employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and Division and are willing to be recalled to said classification and are available to perform immediately.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Director of Public Works or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Public Works or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 10.9 Job Security The Village agrees that, for the term of the Agreement, it will not lay off any bargaining unit employee as a result of hiring any Welfare to Work participants. The parties agree to comply with all state and federal laws regarding Welfare to Work participants.

ARTICLE XI - SICK LEAVE

Section 11.1 Purpose Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized, visiting their doctor or caring for a sick member of the immediate family.

Sick leave is to be used exclusively for the purposes specifically set forth in this Article or in such other provisions of this Agreement that specifically provide for the taking of sick leave. Any other use of sick leave by an employee constitutes sick leave abuse and is subject to discipline. The parties agree that sick leave abuse is a very serious offense.

Section 11.2 Allowance If an employee contracts or incurs any non-service connected sickness or disability, or if such sickness or disability occurs involving an individual living with the employee in the employee's immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, parents of spouse or step-parents), the employee shall receive sick leave with pay. Employees shall be eligible for sick leave after completion of their probationary period with the Employer.

Section 11.3 Days Earned in Accumulation Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work. Sick leave cannot be taken before it is actually earned.

Section 11.4 Notification Notification of absence due to sickness shall be given to the Village as soon as possible on the first day of such absence, but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

Section 11.5 Medical Examination The Village may where there is reason to suspect abuse, require an employee to submit to an examination by a doctor designated by the Village, at the Village's expense, except that any required examination of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. If it is a family member who is sick, the Employer may require a doctor's certification of the illness. When an employee is absent for three (3) or more consecutive workdays due to an illness of himself or a family member, the employee must furnish a physician's verification of the illness. Such verification shall be provided upon the employee's return to work. Verifications required by this section shall be provided on a form prescribed by the Village.

Section 11.6 Sick Leave Utilization and Buy-Back

(a) Sick leave shall be charged in one-hour increments. Any employee discharged for just cause forfeits all accrued sick leave benefits.

(b) An employee who is eligible and elected to retire may use up to 320 sick leave hours earned from and after May 1, 1991 upon his or her retirement to effect an early retirement. An employee desiring to

use sick leave for this purpose must notify the Village in writing of his or her retirement at least thirty (30) days in advance of the date he or she desires to begin using sick leave for this purpose. An employee who uses sick leave in this manner shall remain in an active employment status. All sick leave used from and after May 1, 1991 shall first be deducted from hours earned from and after May 1, 1991. For purposes of this subsection (11.6 (b)), retirement shall occur when an employee separates from employment and is eligible to receive a pension as a result of his or her employment with the Village. This benefit will not be applicable to employees hired after May 1, 2016.

Section 11.7 Paid Time Off Benefit Committee No later than May 1, 2012 a committee of representatives from management and the union shall be established to conduct meetings for the purpose of determining the feasibility of implementing a Paid Time Off benefit. Meetings shall be scheduled on dates and times mutually agreed to by both parties. Each party may appoint up to five (5) individuals to service on the committee. Should the committee determine that a Paid Time Off benefit is feasible, implementation of said benefit shall not occur unless mutually agreed to by both parties.

ARTICLE XII - LEAVE OF ABSENCE

Section 12.1 Discretionary Leaves The Village may grant a leave of absence under this Article except for illness, injury or pregnancy, but including an educational leave, to any bargaining unit employee for good sufficient reason. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with pay.

Section 12.2 Application for Leave Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

Section 12.3 Military Leave Military leave shall be granted in accordance with applicable law.

Section 12.4 Jury Leave Employees covered by this Agreement who are required to serve on a jury shall be compensated by the Village at their regular rate of pay for each hour spent on jury duty up to eight (8) hours per day.

Section 12.5 Funeral Leave In the event of death in the immediate family (defined as the employee's legal spouse, children, step-children, adopted children, parents, brothers, sisters, grandparents, parents-in-law and step-parents) an employee shall be granted up to three (3) consecutive workdays as funeral leave if the employee attends the funeral. Leave beyond such three (3) days may, upon approval of the Director of Public Works or his designee, be taken if charged to the employee's sick leave accrual account.

In the event of a death in the employee's extended family (defined as the employee's or his spouse's aunts, uncles, nephews, nieces, grandchildren, divorced spouse and cousins within the third degree of consanguinity, and the employee's spouse's grandparents, brothers, and sisters), the employee may take a maximum of three (3) workdays' funeral leave if the employee attends the funeral, which

days shall be charged against the employee's accrued sick leave account if the employee attends the funeral, which days shall be charged against the employee's accrued sick leave account if the employee has that many days in the employee's account.

An employee shall provide satisfactory evidence of the death of a member of the immediate or extended family and the employee's attendance at the funeral if so requested by the Village. The employee may have the right to request additional, unpaid leave to a maximum of five (5) consecutive days, subject to the Village's right to refuse such leave.

Section 12.6 Leave for Illness, Injury or Pregnancy

(a) In the event an employee is unable to work by reason of illness, or injury (including those compensable under workers' compensation) or pregnancy, the Village may grant a leave of absence without pay during which time seniority shall accrue.

(b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Director of Public Works or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval.

(c) Before returning from leave of absence for injury, illness, pregnancy, or during such leave, the employee at the discretion of the Village may be required to have a physical examination by a doctor designated by the Village to determine the employee's capacity to perform work assigned.

Section 12.7 Benefits while on Leave

- a) Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than six (6) months, upon return the Village will place the employee in his or her previous job if the job is vacant; if the leave of absence is for six (6) months or more the employee will be placed in the first available opening in his classification or in a lower-rated classification according to the employee's seniority, where skill and ability to perform the work without additional training is equal.
- b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.
- c) During the approved leave of absence or layoff under this Agreement the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan(s), provided that the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premiums previously paid by the Village. If, however, the Village adopts a policy or schedule providing for co-payment by the Village of insurance premiums for Village employees who are on temporary leave of absence and/or on layoff, bargaining unit employees shall be eligible for such co-payments on the same terms and subject to the same conditions pursuant to the terms of said policy or schedule.

Section 12.8 Non-Employment Elsewhere A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by The Village.

Section 12.9 Union Leave The President of the local union or his designee will be given unpaid time off, not to exceed a total of two (2) days per year, to attend union meetings when prior notice is given to the Village and when the granting of such leave will not cause operational problems.

Section 12.10 Family And Medical Leave Employees shall be covered by the then- applicable version of the Family and Medical Leave Policy.

ARTICLE XIII - VACATIONS

Section 13.1 Eligibility and Allowances Every employee shall be eligible for paid vacation time after the completion of their probationary period with the Employer. Employees shall start to earn vacation allowance as of their date of hire. Vacation allowances shall be earned annually, based on the following schedule:

Length of Continuous Service	Working Days Vacation Per Year
Less than 5 years	10 days
At least 5 years, but less than 11 years	15 days
At least 11 years, but less than 20 years	20 days
At least 20 years	25 days

Employees shall earn vacation allowances for any month in which they receive compensation for more than ninety (90) hours of work. An employee's accumulated vacation leave may be used in hourly increments upon prior permission of the Director of Public Works or his designee where Village services will not be unduly interrupted.

Employees shall receive their annual vacation leave allowances in advance on their anniversary date of employment. If an employee separates from employment before completing the year for which he has received a vacation leave accrual, his vacation leave accrual shall be reduced by one twelfth (1/12) for each month or portion of a month not worked. In the event such reduction results in a negative vacation leave balance, the difference will be deducted from the employee's final paycheck. If an employee on a forty (40) hour workweek is compensated for less than one hundred twenty (120) hours of work in a month, his vacation leave accrual shall be reduced by one twelfth (1/12th).

Section 13.2 Vacation Pay The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation. Employees may request their vacation pay no later than three (3) days prior to the start of a vacation period exceeding five days.

Section 13.3 Scheduling and Accrual Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. During the first ten days of each calendar year, the Employer will post a vacation schedule indicating those times when employees will be able to select vacation preference. During this ten (10) day period of time, employees will be granted their vacation preference based upon their seniority. Thereafter, vacation periods will be granted by the Employer on a first-requested, first-granted basis. Employees will be required to take vacation days within two (2) years from the date they are accrued.

Section 13.4 Emergencies Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify the Village as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s) provided the employee has the requisite number of approved vacation day(s) available.

Section 13.5 Holiday During Vacation Period If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended by the length of such holiday. The number of employees that will be allowed to be on vacation during the same time will be subject to the approval of the Public Works Director or his designee.

Section 13.6 Work During Vacation Period Any employee who works during a previously scheduled and approved vacation, after first informing the person assigning him the work that it is his vacation period, shall be paid as follows:

- a) for hours worked during the employee's regular workweek, at the rate of one and one-half (1-1/2) times his regular rate of pay. Such vacation hours worked shall be rescheduled as vacation time.

- b) for hours worked during the sixth (6th) day of the employee's regular workweek at the rate of two (2) times his regular rate of pay.
- c) for hours worked during the seventh (7th) day of the employee's regular workweek at the rate of two and one-half (2-1/2) times his regular rate of pay.

An employee shall be eligible for the rates described in provisions (b) and (c) above only if he is on a previously scheduled and approved full vacation day on his first regular work day that either immediately precedes or immediately follows the day on which he performs the work in question. Compensation for all work performed on holidays shall be governed exclusively by Article IX.

Section 13.7 Vacation Rights in Case of Layoff or Separation Any employee who is laid off, retired or who involuntarily quits prior to taking his vacation shall be compensated in cash for the unused vacation he has accumulated but not used at the time of separation. Payment shall be made within thirty (30) days of separation from active employment.

ARTICLE XIV - WAGES

Section 14.1 Wage Schedule Employees shall be compensated at a minimum *in* accordance with the wage schedules attached to this Agreement and marked "Appendix B." The attached wage schedules shall be considered a part of this Agreement.

Section 14.2 Longevity Pay Effective May 1, 2010 all employees shall receive longevity pay, in addition to the rate set forth in "Appendix B," according to the following schedule:

<u>Length of Continuous Service</u>	<u>Annual Payment</u>
At least 6 years, but less than 10 years	\$ 500
At least 10 years, but less than 15 years	\$ 800
At least 15 years, but less than 19 years	\$ 1,100
19 years and over	\$ 1,500

Longevity payments shall be paid out in the first paycheck in December of each year to all employees who have completed the required service time. In the event an employee eligible to receive longevity pay separates from employment before the longevity payroll in December, that employee shall receive longevity pay prorated based on the number of full months of service the employee has had since the previous December 1st.

Section 14.3 Pay Period The salaries and wages of employees shall be paid in accordance with the Village's current general practice, which may be changed by the Village for good cause shown after first notifying the Union and giving it an opportunity to respond. The Village will not make any changes to the current pay period until after May 1, 2002.

Section 14.4 Call-Back Pay Any employee called back to work after having gone home shall receive a minimum of two (2) hours' work at applicable rates unless the time extends into his regular work shift. Each hour spent in excess of two (2) hours on call-back work shall be paid for at applicable rates. The Village may require that an employee being paid for callback time remain at work for the entire two hours to perform work tasks as assigned by the Village.

Section 14.5 Merit Pay Increase The Village shall continue to award such merit pay increase(s) to employee(s) as the Village determines appropriate. In the event the merit raise is awarded and not initiated on the anniversary of the employees' original full time date of hire with the Village, or the next pay period following said anniversary date, the Employees may be eligible for a merit increases based on performance. Merit increases may be awarded six months after the employee's hire, promotion, or reclassification dates, one year after the employee's hire, promotion, or reclassification date, and annually each subsequent year. The consideration for a merit based increase generally will be tied to an evaluation that may occur during the month of the employee's anniversary date, and/or (b) six months after the employee's promotion or reclassification date. The Village shall include interest on all back pay owed the employee from the employee's most recent anniversary date to the last day of the pay period in which the merit pay increase will be paid. The interest rate used shall be the statutory interest rate as set by the ILRB. Interest on back pay shall not apply to employees who receive a merit pay increase following successful completion of a performance improvement period.

Section 14.6 Temporary Assignments Any employee who is assigned the regular duties of a supervisor or crew leader shall not receive any additional compensation if assigned to work in this capacity for two (2) or less hours; however, if assigned for more than two (2) hours the employee shall receive \$3.00 per hour for all hours actually worked in this capacity in addition to any other pay premiums for the performance of such work.

Any employee who is assigned the regular duties of a higher-classified position, other than a supervisor or crew leader, shall not receive any additional compensation if assigned to work in this capacity for four (4) or less hours; however, if assigned for more than four (4) hours the employee shall receive the hourly rate of pay of the higher classified position to which the employee is assigned for all hours actually worked in this capacity in addition to any other pay premiums for the performance of such work.

ARTICLE XV - OVERTIME

Section 15.1 Time and One-Half One and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid or comp time earned for work under any of the following conditions, at the appropriate rate, but compensation shall not be paid twice for the same hours.

- a) All work performed in excess of forty (40) hours in any workweek or in excess of eight (8) hours in any calendar day.

- b) All work performed on Saturday, except as noted below.
- c) All work performed before or after any scheduled work shift upon specific request of the Village, except as noted below.
- d) An employee may not have a balance of more than 120 hours of unused compensatory time, and must be taken with the approval of their supervisor.

Section 15.2 Call Backs Employees called back after the end of their regularly scheduled shift and who work through to the start of their regularly scheduled shift shall be paid at the rate they were receiving before the regularly scheduled shift started and will continue to receive this pay rate until they are sent home or their regularly scheduled shift ends.

Employees called back after the end of their regularly scheduled shift and who actually work past 1:00am, or employees called back after 1:00am who do not report at the start of their regularly scheduled shift, may be allowed to come in after their regularly scheduled starting time (but no later than 11:30am); if this occurs the employee will be allowed to use Rehab Bank hours up to a maximum of 4 hours for all hours normally worked during the regularly-scheduled shift. These hours cannot be combined with vacation or sick hours unless previously scheduled.

Employees called back after 1:00am and who actually work past the start of their regularly scheduled starting time may leave at 11:00am and use Rehab Bank hours for all hours normally worked for the remainder of their regularly scheduled shift.

Use of these hours is not to exceed four (4) hours of the work day, and may not be used to cover a full day's absence. Rehab Bank hours are intended for use when an employee is not eligible for ERT.

An Employee will receive rehab bank hours to complete their remaining hours of the regular shift, up to a maximum of 18 hours per year. The rehab hour bank resets every May 1 each year and rehab hours are not eligible to be carried over from year to year.

Section 15.3 Sunday Work Double-time shall be paid for all work on Sunday, except as noted below.

Section 15.4 Sixth and Seventh Work Days The overtime rates specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days are part of their regular work schedules. These employees shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all work performed on the sixth (6th) day of their regular workweek and double-time for all work performed on the seventh (7th) day of their regular workweek.

Section 15.5 Procedure All employees are subject to be called to work any time during a twenty-four (24) hour period, and the Village may require employees to work overtime. The Village will attempt to offer equally on an annual basis, overtime work to employees in the same job classification within each

division. Except in cases of extraordinary and imminent danger to life or property, the employee with the lowest accumulated overtime in that division and classification will be offered the overtime. In attempting to reach an employee by telephone to offer the overtime, the caller shall allow the phone to ring at least five (5) times. In the event an employee is skipped when being called out for overtime, the Village may assign overtime in the same length of time within 60 days of the error. If the Village does not assign overtime in the same length of time within 60 days, the employee will receive compensation for the overtime hours not worked due to the error. Calling out of employees for overtime shall be in accordance with call-out procedures as may be currently in effect.

- a) For purposes of overtime accumulation, overtime within a division offered but not worked shall be credited to the employee's overtime amount. Overtime worked or offered outside an employee's division shall not be credited to the employee's overtime amount. The Village will attempt to update the overtime accumulation list bi-weekly.
- b) It is understood that crews already assigned to jobs will remain on the job site for a maximum of two (2) hours (meal time excluded). A bargaining unit member, at his option, may be assigned by each division in order to respond to calls for assistance during off-duty hours. Calling out of divisions for overtime, other than call outs for snow and ice operations, shall be in accordance with the Call Out Key By Division matrix as set forth in Appendix D. The qualifications, scheduling and calling out of employees for overtime shall be in accordance with call-out procedures as may be currently in effect. Prior to modifying such procedures, the Village will place such modification on the agenda pursuant to Article 23 (labor/management and safety meetings).

Section 15.6 Scheduled Overtime Where the Employer has notice of overtime needs which can be scheduled in advance, the Employer shall, among employees in the same job classification and division, seek volunteers for the overtime. If two or more employees volunteer for the overtime and can perform the work, the overtime shall be assigned to that employee having the lowest amount of accumulated overtime. The Village shall notify employees at least three (3) days prior to the date of the scheduled overtime. If the employee is scheduled to work on a Saturday, the employee shall be notified by the end of the shift on Tuesday. If the employee is scheduled to work on a Tuesday, the employee shall be notified by the end of the shift on the Wednesday before the scheduled work on Tuesday (weekends are excluded unless they are part of the employee's normal workdays).

Section 15.7 On Call Duty Assignment All employees volunteering to carry the pager, including Crew Leaders, will receive an additional \$150 per week. All employees will be afforded the opportunity to volunteer for the on call duty assignment.

Section 15.8 Emergency Response Time The Village reserves the right to send home any employee who has already worked eight (8) hours in any calendar day or who is otherwise too tired or unfit to perform his or her duties safely and efficiently, notwithstanding that the employee's regularly scheduled shift might not have ended. Where an employee is sent home after having worked continuously from the end of one regularly scheduled shift or is called back prior to 1:00 a.m. and works to the start of his next regularly scheduled shift, that employee shall be paid at his regular straight-time rate for the balance of said next shift, up to a maximum of eight (8) hours. This employee would be subject to and must return to work twelve (12) hours after clocking out if so designated by the supervisor in charge or if called back after twelve (12) hours has passed for another shift, whether this be a regularly scheduled shift or a non-scheduled shift including weekends and holidays, and the

employee will remain available and on-call until their next regularly scheduled work shift, Sunday through Thursday until midnight on Friday. Any employee who returns to work twelve (12) hours after clocking out shall be paid at double his regular rate of pay for all hours worked during said call out. Employees who fail to remain available and on-call will forfeit eight hours of emergency response time pay. Before calling back employees on emergency response time, all employees not on emergency response time will be called first. If there are not enough employees responding to the call out, employees on emergency response time will be called and be required to report to work, except in the event that extenuating circumstances prevent the employee from reporting to work.

ARTICLE XVI - DISCIPLINE AND DISCHARGE

Section 16.1 Discipline Disciplinary action or measures shall normally include only the following: oral reprimand; written reprimand; suspension (notice to be given in writing); demotion which is not arbitrary or capricious; and discharge. Disciplinary action may be imposed upon an employee for failing to fulfill his responsibilities as an employee or for engaging in such conduct which brings serious discredit upon the Village or impacts the employee's ability to work productively or effectively with other employees or members of the public. If the Employer has reason to reprimand the employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 16.2 Discharge or Suspension The Employer shall not discharge any post-probationary employee without just cause. Once a tentative decision to impose or recommend a suspension or discharge is reached by the Director of Public Works, and prior to implementing the intended disciplinary action, the Director of Public Works or his designee shall notify the Union and attempt to meet with the employee and the Union representative prior to the end of the next business day, but no later than two business days, if requested by the employee, and inform the employee of the reasons for such contemplated disciplinary action. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the issue is not resolved, the Employer may issue the discipline and the Union may subsequently pursue this matter as a grievance beginning at the second step of the grievance procedure.

Nothing in this Agreement shall be deemed to alter or modify the Employer's normal reasons for dismissal or suspension as contained in its rules and regulations.

Section 16.3 Purging of Files At the written request of an employee and the approval of the Department Director, an oral reprimand may be removed from the employee's personnel file provided no further disciplinary action of any kind has been taken against the employee during the eighteen (18) months immediately following the date of the oral reprimand to be removed. A written reprimand may be removed from the employee's personnel file provided no further disciplinary action of any kind has been taken against the employee during the thirty (30) months immediately following the date of the written reprimand to be removed. Each written request must identify the specific oral or written reprimand to be removed. No more than a combined total of four (4) oral and/or written reprimands shall be removed from an employee's personnel file during his or her employment with the Village.

ARTICLE XVII - SUBSTANCE ABUSE TESTING & REHABILITATION

Section 17.1 Substance Abuse Testing and Rehabilitation Employees shall be covered by the Village of Homewood and Department of Transportation Drug and Alcohol Testing Policy as approved by the Village of Homewood Board of Trustees on February 8, 2000 unless otherwise stated in Article XVII.

Section 17.2 Disciplinary Action Except in more serious or extreme cases, the Village will not discharge an employee who tests positive a first time, but may suspend such employee up to thirty (30) calendar days or impose a lesser discipline as reasonably determined to be appropriate by the Village, so long as the employee complies with the following requirements. In order to avoid the penalty of termination, the employee must:

1. agree to undergo appropriate treatment as determined by the physician(s) involved;
2. discontinue use of illegal drugs or abuse of prescribed drugs or alcohol;
3. agree to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Director of Public Works and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment;
4. complete the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. submit to random testing during working hours during the period of "after-care."
6. agree that during the last chance time period in (5) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree or act in accordance with the foregoing shall be subject to discipline, up to and including discharge. This Section shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his option, to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 17.3 Right to Contest The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceeding involving the employee.

Section 17.4 Voluntary Request for Assistance The Village shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Village may require reassignment of the employee with pay if he is unfit for duty in his current assignment. The foregoing is conditioned upon:

1. the employee agreeing to undergo appropriate treatment as determined by the physician(s) involved;
2. the employee discontinues use of illegal drugs or abuse of prescribed drugs or alcohol;

3. the employee agreeing to authorize persons involved in counseling, diagnosing and treatment of the employee to disclose to the Director of Public Works and the Village Manager the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non- completion of treatment;
4. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
5. the employee agrees to submit to random testing during working hours during the period of "after-care."

Section 17.5 Employee Assistance Program The Village shall provide to employees covered by this Agreement the benefits of the Employee Assistance program offered to the Village through the South Suburban Mayors' and Managers' Association or as the Village may otherwise select.

Section 17.6 Personal Support Program All AFSCME bargaining unit members and their dependents shall be covered under the AFSCME Personal Support Program. The Employer agrees to pay \$25.00 per bargaining unit member per year to fund the Personal Support Program. At any time should the Employer cease to offer an Employee Assistance Program during the term of this Agreement, the Employer shall cease to fund the Personal Support Program at the expiration of this Agreement. AFSCME shall maintain sole responsibility for administering the Personal Support Program, and in no instance shall the Village be required to pay any administrative costs whatsoever toward the operation of the program.

ARTICLE XVIII - GRIEVANCE PROCEDURE

Section 18.1 Definition A grievance is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement except that probationary employees shall not be entitled to grieve a termination.

Section 18.2 Procedure A grievance filed against the Village shall be processed in the following manner:

Step 1: Any employee and/or steward who has a grievance shall present the grievance in writing to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a grievance under this Agreement. This written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented not later than five (5) business days from the date of the occurrence of the matter giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within five (5) business days after the written grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the employee, or the Union if a Union grievance, wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the department head involved. Any such grievance shall be in writing and signed by the grievant, and shall be submitted not later than five business days after

the written response rendered under Step 1 of the grievance procedure. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. The department head or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) business days with the grievant and an authorized union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the department head or designee shall provide a written answer to the grievant, or to the Union if a Union grievance, within five (5) business days following their meeting.

Step 3: If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the department head or other appropriate individual(s) as desired by the Village Manager, shall meet with grievant, the Steward involved and an outside, non- employee representative of the Union within five (5) business days of receipt of the Union's appeal, if at all possible. If no agreement is reached, the Village Manager shall submit a written answer to the Union within five (5) business days following the meeting.

Step 4: If the Grievance is not settled at Step 3, the dispute shall be submitted to mediation through the Federal Mediation and Conciliation Service (FMCS). The Village and the Union shall submit a mutual request within seven (7) days after denial of the grievance in Step 3. Both parties shall attempt to reach a mediated agreement to resolve the dispute.

Section 18.3 Arbitration If the grievance is not settled at Step 4 and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration, as described below within ten (10) business days after unsuccessfully reaching a mediated agreement through FMCS.

- a) The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agreed upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Union have the right to strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
- c) The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be

divided equally between the Village and the Union; provided however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 18.4 Limitations on Authority of Arbitrator The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 18.4 shall be final and binding upon the Village, the Union and the employees.

Section 18.5 Time Limit for Filing No grievance shall be entertained or processed unless it is submitted at Step 1 within five (5) business days after the occurrence of the event giving rise to the grievance or within five (5) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays.

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

Section 18.6 Time Off The grievant and one Union Steward shall be given paid time off to participate in the Step 2 and 3 meetings if the meetings are conducted on working time. The grievant and one Union representative shall also be given paid time off to attend any arbitration hearing conducted on working time when their presence is necessary to a disposition of the grievance. No other time spent on grievance matters shall be considered time worked for compensation purposes except as otherwise specifically provided in this Article. This Section does not cover Section 16.2 disciplinary meetings where the Steward will be paid if the meeting is on working time.

ARTICLE XIX - NO STRIKE AND NO LOCKOUT

Section 19.1 No Strike Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward or committeeman of the Union occupies a position of special trust and responsibility in maintaining and bringing about

compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 19.2 No Lockout The Village will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

Section 19.3 No Penalty The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 19.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 19.4 Judicial Restraint Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE XX - NONDISCRIMINATION

Neither the Village nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age, sex, handicap status, or Union membership.

ARTICLE XXI - WORK RULES

The Village may adopt, change or modify work rules. Whenever the Village changes work rules or issues new work rules, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date in order that the Union may discuss said rules with the Village before they become effective if the Union so requests in writing. In addition, copies of new work rules will be posted by the Employer or given to affected employees before such rules take effect, with a copy given to the Union.

ARTICLE XXII - UNIFORMS

Section 22.1 Uniform Issuance The Employer shall continue to provide employees with eleven (11) sets of uniforms, two (2) lightweight jackets, and one (1) hooded parka as necessary for the proper performance of their duties. In addition to the foregoing items, each employee shall also be provided with either an additional (i.e., second) parka or a pair of coveralls (but not both), as the employee chooses. Such election may be made no more than once each contract year, and no employee shall at any time have both a second parka and a pair of coveralls (i.e., an employee wishing to change his election must first surrender the item he previously selected).

Employees shall wear their uniforms as instructed by the Employer and shall be responsible for the care of their uniforms. The Employer shall be responsible for the cleaning of uniforms.

Section 22.2 Safety Shoes Employees will be reimbursed for the cost of purchasing up to two (2) pairs of Village-approved safety shoes per contract year up to a total \$500/year. The Village's approval for the purchase of the shoes must be obtained before they are purchased by the employee.

Section 22.3 Clothing Allowance In addition to the abovementioned items in Sections 22.1 and 22.2, employees shall receive an annual clothing allowance of four hundred dollars (\$400.00) per year from the Village payable on the first payroll check in December of each year. Income taxes shall be deducted as required by law.

ARTICLE XXIII - LABOR MANAGEMENT & SAFETY MEETINGS

At the request of either party, representatives of the Village and the Union, not to exceed five (5) in number for each side, shall meet quarterly at mutually agreed-upon times for up to one and one-half (1-1/2) hours, to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules or issues of safety and health. More frequent meetings may be held upon mutual agreement. The party requesting the meeting shall prepare and submit a proposed agenda to the other party five (5) working days prior to the scheduled meeting. Two (2) of the four (4) meetings shall be scheduled during working time and the Village shall pay the Union's employee representatives in attendance their normal rate of pay for these two (2) meetings; attendance at all other meetings shall not be considered as time worked for the employees involved unless attendance is required by the Village.

Representatives of the Village and the Union shall attempt to meet at least two (2) days prior to a Village event or festival to brief each other on pertinent details of the event that affect Public Works operations and the scheduling of employees assigned to work at the event or festival. The Village and Union understand and agree that unanticipated operational or scheduling needs or issues not discussed at said meeting may arise before or during the event or festival and does not require another meeting. The Village shall respond and assign work to meet the needs of the event or festival in accordance with the contract and past practice.

ARTICLE XXIV - HEALTH AND SAFETY

Section 24.1 Compliance with Laws In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. Employees shall comply with all safety rules and regulations established by the Village, and failure to so comply may subject an employee to discipline up to and including discharge. Enforcement of the safety policy shall not be used in a form of employee harassment.

Section 24.2 Unsafe Conditions If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall immediately inform his supervisor, who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down.

Section 24.3 Safety Grievances A grievance involving an alleged violation of this Article may be submitted in writing directly to Step 2 of the grievance procedure and a grievance meeting shall be promptly scheduled.

Section 24.4 Commercial Drivers' License Agreement The Village of Homewood and AFSCME, Council 31, on behalf and with Local 2891 agree to the following:

1. The Village will allow employees to take new or renewal CDL exams during regular work hours at a state-approved testing site designated by the Village and at a time approved by the Village. Employees may use Village vehicles to complete the "road test" portion of the CDL exam.
2. Upon evidence of the issuance or renewal of a Class "A" CDL license with "Air Brake" and "Tanker" endorsement, the Village will reimburse the employee for the difference between the cost of a Class "A" CDL license (full or prorated fee, whichever may apply) and the cost of a Class "D" passenger vehicle driver's license or equivalent.
3. All employees will give at least a thirty (30) day notice to the Village when renewal of his/her CDL is necessary. The Village shall have funding available for all employees when the employee goes for testing.
4. Employees who fail to obtain a Class "A" CDL license with airbrake qualification and tanker endorsement renewal prior to the expiration date of their current CDL or who have their CDL revoked will be subject to discipline, up to and including discharge. Employees who have their CDL suspended may, at the Village's option, continue to be employed by the Village under a return to work agreement or will be subject to suspension without pay for the period not to exceed twelve (12) months. If an employee is unable to obtain his reinstatement of the CDL within the twelve (12) month suspension period, that employee may be terminated.
5. An employee shall not be entitled to any paid leave for training in preparation for CDL license renewal testing as may be required.
6. New hires will be required to obtain a Class "A" CDL license within 60 days of the date of their employment.

ARTICLE XXV - TUITION REFUND PROGRAM

Section 25.1 Tuition Reimbursement Program When a full-time employee is enrolled upon the request or permission of the Director of Public Works in an accredited university, college or adult education program, the following tuition reimbursement plan shall apply. If the university has not received accreditation, the Village Manager may recognize the institution for the benefits below.

Section 25.2 Payment If the employee is taking a course or courses upon the written recommendation of the Director of Public Works or his designee and approved by the Village Manager, the Village shall, upon receiving payment receipts and proof of the employee's grade in such course(s) reimburse the employee for one-hundred percent (100%) of the cost of tuition contingent upon a course grade of "C" or better. There shall be no reimbursement for any course(s) in which the employee receives a grade below "C." The Village shall also pay fifty percent (50%) of the cost of all books required for any such course(s) in which the employee receives a grade of "C" or better. There shall be no reimbursement of book costs for any course(s) in which the employee receives a grade below "C."

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

Section 25.3 Continuing Education For Licenses When the Director of Public Works determines that it is necessary for an employee to obtain a new or maintain an existing license or certification required to perform certain job functions, the Village shall pay for all costs associated with obtaining or maintaining the license or certification including course fees, meal and travel expenses, and wages.

ARTICLE XXVI - INSURANCE

Section 26.1 Coverage The Village shall continue to try to make available to non-retired employees and their dependents substantially similar group health and hospitalization insurance and life insurance coverage and benefits as existed prior to the signing of this Agreement.

The Village will try to make available to employees who are under the age of 65 and who retire during the life of this Agreement, individual and dependent coverage (where the dependent(s) are under the age of 65) at group rates, with such premiums to be paid by the retired employees, for the life of this Agreement. Employees who retire with a minimum of twenty (20) years' full-time service to the Village and who are at least fifty (50) years of age and less than sixty-five (65) years of age, and their dependents who are under age sixty-five (65) can remain as participants in the Village's health insurance plan. The Village shall pay the same portion of that retiree's insurance premium as they do for other Village employees, provided that the retiree is not eligible for insurance by some other employer. Dependents of deceased retirees can remain covered for a period of six (6) months. Except as otherwise provided in this Article, if the Village adopts policies or procedures which are universally applicable to all Village employees on the subject of retiree health insurance benefits, then retired bargaining unit employees shall be eligible for such benefits on the same terms and subject to the same conditions of any such universally applicable policies or procedures currently in effect.

Arrangements for reimbursement of premiums to the Village should be made with the Director of Finance. The Village reserves the right to change insurance carriers or benefit levels or to self-insure as it deems appropriate, so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

All full-time employees hired after May 1, 1994 will be responsible for payment of 100% of premium for both individual and dependent health and hospitalization insurance coverage under the Village's group policy, upon fulfillment of the terms of retirement as outlined in Section 26.1 of this Agreement.

Section 26.2 Cost Effective November 1, 2011, the Village will pay eighty percent (80%) of the cost of the premiums for full-time employees' group health and hospitalization insurance coverage and the employee shall pay twenty percent (20%) of the cost of the premiums.

Section 26.3 Cost Containment The Village reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, and prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 26.4 Life Insurance The Village shall provide, at no cost to the employee, life insurance coverage in the amount of \$50,000.00 or one year's base salary, whichever is greater, up to a maximum of \$100,000.

Section 26.5 Insurance Re-Opener In the event the Village desires to eliminate the HMO coverage and/or provide health and hospitalization insurance coverage or benefits which are not substantially

similar to that which existed prior to the signing of this Agreement, the Village shall notify the Union in writing of its desire to re-open this Agreement. Such re-opener shall be limited to negotiating terms and conditions contained in Sections 26.1 and 26.2 of this Agreement. Upon such notice being given, duly authorized representatives of the parties shall meet within fourteen (14) days of receipt of the notice for the purpose of negotiating with respect to said matters. All other provisions of this Agreement shall remain in full force and effect during any reopened negotiations.

Section 26.6 Mechanics' Tool Insurance Coverage The Village agrees that mechanics' personal tools are damaged or lost because of negligence or other causes, and the value of the loss is less than \$250, the affected employee may submit a request to the Director of Public Works to review the circumstances which led to the loss. If such a request is made, the Director of Public Works will examine the facts concerning the loss and within his discretion will determine whether the individual will be reimbursed in whole or in part.

Section 26.7 Insurance Plans PPO/HMO/HSA/FSA Effective July 1, 2005, the Employer shall change the terms of the Group Health Plan to provide three component parts as follows:

A PPO component identical to that which is currently in effect. Additionally, the Employer shall establish and maintain a Flexible Spending Account (FSA) for each employee represented by the Union who had elected to be covered under the Plan's PPO component in 2004 and shall credit each such employee's FSA account with \$175.00 no later than the first payroll period in July 2005 and again in January 2006. Thereafter, the Employer will continue to maintain a FSA which will be funded solely by the employees.

An HMO component, including an annual Employer contribution to the FSA of each employee electing coverage under the HMO component in an amount equal to \$120.00 for those employees electing single coverage, \$240.00 for those employees electing single plus one coverage and \$360.00 for those employees electing family coverage no later than the first payroll period in July 2005 and annually in January of each year beginning in 2006.

Except as provided in this Agreement, an employee chooses either the Village's High Deductible PPO health insurance option, an employee agrees to the same terms and conditions that are offered to non-represented Village employees; the only exceptions are where as required by law and/or otherwise agreed to in writing by the Village and the Union.

Section 26.8 Dependent Insurance Death Benefit The Village shall provide subsidized group health and hospitalization insurance to the dependents of an employee who dies while employed by the Village. Such subsidized coverage shall be made available for a period of twelve (12) months after the employee's death under the same terms, conditions, and coverage in effect at the employee's death, except that the Village shall pay one hundred percent (100%) of the premium cost. Eligibility for this extended coverage shall only be available to those dependents who (a) were covered under the Village's group health and hospitalization insurance for one year immediately prior to the employee's death, unless a dependent is less than one year old, in which case the one year prior coverage restriction shall not apply and (b) make a timely election for coverage under COBRA. The aforementioned provisions shall be in addition to any benefits currently available to employees and their dependents by law or existing Village of Homewood policy and shall be effective as of the execution of this Agreement and shall terminate on August 9, 2012. If the Village extends this benefit beyond this termination date, the termination date in this section shall also change to reflect the new termination date.

ARTICLE XXVII - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically specified in the Board, Agency or Court decision; and upon issuance of such a decision, the Village and the Union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof. During the course of such negotiations, Article XIX, No Strike-No Lockout, shall remain in full force and effect.

ARTICLE XXVIII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties, and concludes collective bargaining between the parties for its term except as stated in Section 26.5. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement. If a past practice is not addressed in the agreement, it may be changed by the Employer as provided in the management rights clause, Article III.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIX - TERMINATION

Section 29.1 Termination This Agreement shall be effective as of the day after the day the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired terminated date which shall not be before the anniversary date set forth in the preceding paragraph.

Section 29.2 Benefits Re-Opener Except as otherwise provided in this Agreement, if the Village grants other Village employees a significant improvement in a major fringe benefit, and if said improvement is universally applicable to all Village employees and exceeds the overall level of said fringe benefit set forth in this Agreement, the Union may give notice of its desire to reopen this Agreement and negotiate concerning a change in said benefit. The Union shall not request the Village to bargain or negotiate with respect to any other matter and the Village shall not have any obligation to negotiate or bargain concerning any other matter. The provisions of Article XIX of this Agreement shall at all times remain in effect, and neither party shall at any time resort to or threaten a strike or lockout in support of its position in connection with the negotiations provided for in this Section. If such a strike

or lockout shall occur, this Agreement shall terminate at the beginning of said strike or lockout and neither party shall be required to adhere to any of its terms or provisions; provided, however, that if and when an agreement is reached concerning the fringe benefit in questions, this Agreement, together with such fringe benefit change as shall have been agreed upon, shall be reinstated and, as so modified, shall be in full force and effect.

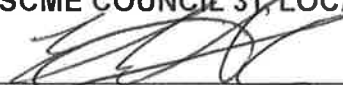
Executed this this 8th day of September, 2020

VILLAGE OF HOMEWOOD

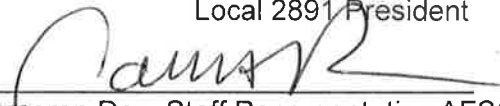
Richard A. Hofeld, Village President

Marilyn Thomas, Village Clerk

AFSCME COUNCIL 31, LOCAL 2891:



Eric Stojakovich, AFSCME Council 31,
Local 2891 President



Cameron Day, Staff Representative AFSCME
Council 31, AFL-CIO

APPENDIX A - DEDUCTION AUTHORIZATION FORMS

CITY - COUNTY

DUES DEDUCTION AUTHORIZATION

American Federation of State, County & Municipal Employees, AFL-CIO

(PLEASE PRINT)

This card is not applicable for employees of
the City of Chicago, Cook County or
Chicago City Colleges.

UNION LOCAL _____

HOME PHONE (_____) _____

HOME E-MAIL ADDRESS _____

WORK PHONE (_____) _____

NAME _____ EFFECTIVE PAY PERIOD _____

STREET _____ CITY _____ STATE _____ ZIP _____

CLASSIFICATION _____

SOCIAL SECURITY NUMBER _____ DEPT _____

EMPLOYER _____

I hereby authorize my employer to deduct the amount as certified by the Union as the current rate of dues. This deduction is to be turned over to AFSCME, AFL-CIO. Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. (Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.)

109 EMPLOYEE SIGNATURE _____ DATE _____

(Please Print)

VOLUNTARY PEOPLE DEDUCTION AUTHORIZATION NATIONAL PEOPLE COMMITTEE

LOCAL _____

NAME _____

STREET _____

Home Ph. # _____ Work Ph. # _____ Home E-Mail Address _____

SOCIAL SECURITY # _____ Department/Agency _____

DEDUCTION PER PAY PERIOD ☐ \$4.20 (MVP Club) ☐ OTHER _____ EFFECTIVE PAY PERIOD _____

PAYROLL CODE _____ ASSOCIATION CODE _____ EMPLOYEE I.D. NUMBER _____

I hereby authorize my employer and associated agencies to deduct each pay period the amount certified above as a voluntary contribution to be paid to AFSCME Council 31, P.O. Box 2328, 615 South Second Street, Springfield, IL 62785, to be used in accordance with the by-laws of the PEOPLE Qualified Committee for the purpose of making political contributions. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal, and that I may revoke this authorization at any time by giving written notice.

Signature _____ Date _____

Jackpot Size XS ☐ SM ☐ M ☐ L ☐ XL ☐ 2XL ☐ 3XL ☐ 4XL ☐ Received Jacket Yes ☐ No ☐

signed up by _____ Social Security # _____

In accordance with Federal Law, the PEOPLE committee will accept contributions only from members of AFSCME and their families. Contributions or gifts to the PEOPLE Qualified Fund are not tax deductible as charitable contributions for Federal income tax purposes.



7103

APPENDIX B

5-year contract

- 1st year 2020 (current year) - 2% wage increase
- 2nd year 2021 - **reopener –wages only** - for years two and three
- 3rd year 2022 – *no negotiations*
- 4th year 2023 – **reopener – wages only** – for years four and five
- 5th year 2024 – *no negotiations*

5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024
2%				

Maintenance Worker

A	\$ 59,140				
B	\$ 60,488				
C	\$ 61,867				
D	\$ 63,277				
E	\$ 64,719				
F	\$ 66,195				
G	\$ 67,705				
H	\$ 69,248				
I	\$ 70,828				
J	\$ 72,442				
K	\$ 74,094				
L	\$ 75,783				
M	\$ 77,511				
N	\$ 79,278				

Utility Service Technician

	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024
A	\$ 64,625				
B	\$ 66,098				
C	\$ 67,606				
D	\$ 69,147				
E	\$ 70,723				
F	\$ 72,335				
G	\$ 73,986				
H	\$ 75,672				
I	\$ 77,398				
J	\$ 79,162				
K	\$ 80,968				
L	\$ 82,813				
M	\$ 84,701				
N	\$ 86,632				

Crew Leader	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024
A	\$ 65,046				
B	\$ 66,531				
C	\$ 68,046				
D	\$ 69,598				
E	\$ 71,185				
F	\$ 72,808				
G	\$ 74,467				
H	\$ 76,165				
I	\$ 77,903				
J	\$ 79,679				
K	\$ 81,496				
L	\$ 83,353				
M	\$ 85,254				
N	\$ 87,198				

Mechanic	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024
A	\$ 67,047				
B	\$ 68,576				
C	\$ 70,139				
D	\$ 71,738				
E	\$ 73,374				
F	\$ 75,047				
G	\$ 76,758				
H	\$ 78,508				
I	\$ 80,298				
J	\$ 82,128				
K	\$ 84,002				
L	\$ 85,918				
M	\$ 87,875				
N	\$ 89,879				

**Building
Maintenance
and
Landscape
Maintenance**

	5/1/2020	5/1/2021	5/1/2022	5/1/2023	5/1/2024
A	\$ 64,625				
B	\$ 66,098				
C	\$ 67,606				
D	\$ 69,147				
E	\$ 70,723				
F	\$ 72,335				
G	\$ 73,986				
H	\$ 75,672				
I	\$ 77,398				
J	\$ 79,162				
K	\$ 80,968				
L	\$ 82,813				
M	\$ 84,701				
N	\$ 86,632				

APPENDIX C - SUBSTANCE ABUSE TESTING FORM

APPENDIX C

VILLAGE OF HOMEWOOD Request for Substance Abuse Screening Test

EMPLOYEE	DEPARTMENT	DATE
OBSERVED BEHAVIOR OR ACTIONS LEADING TO SUSPICION OF SUBSTANCE ABUSE		
Date/Time	Behavior/Actions	

RESULTS OF EMPLOYEE INTERVIEW

Supervisor _____
Date of Interview: _____
Time of Interview: _____

RECOMMENDATION OF DEPARTMENT HEAD

- Interviewer _____ Title _____
- ☐ Based on the evidence, a test for substance abuse is not recommended.
 - ☐ Based on the evidence, the employee should be referred to a Medical Review Officer for identification of a potential substance abuse problem.
 - ☐ Employee should not be reassigned or placed on administrative leave.
 - ☐ Employee should be ☐ reassigned ☐ placed on administrative leave.

DETERMINATION OF VILLAGE MANAGER

- Department Head _____ Date _____
- ☐ Based on the evidence, a test for substance abuse is not warranted.
 - ☐ Based on the evidence, the employee is directed to report to a Medical Review Officer (MRO) and provide a urine specimen and blood sample if directed by the MRO for identification of a potential substance abuse problem. The employee shall report to

_____ on _____ at _____ for
(testing facility) (date) (time)

these purposes.

- ☐ Employee is not reassigned or placed on administrative leave.
- ☐ Employee is ☐ reassigned ☐ placed on administrative leave.

Village Manager _____

Date _____

APPENDIX D – CALL OUT KEY

CALL OUT KEY BY DIVISION

	Utility	PI/Meter	Street	Vehicle	L&M	Building
Utility	1	2	2		3	
PI/Meters	2	1	3		4	
Street	3	3	1		2	
Vehicle	4	4	4	1	5	
L&M	5	5	5		1	
Building	6	6	6		6	1



BOARD AGENDA MEMORANDUM

Date: 9/2/2020
To: Jim Marino, Village Manager
From: Angela Mesaros, Director of Economic and Community Development
Subject: Sale of Property at 18462 Dixie Highway to Dan Warning and Sarena Lee

Board Action - Contract/Agreement Consideration

Summary: The Village owns a vacant parcel at the northwest corner of Dixie Highway and Willow Road, 18462 Dixie Highway. The parcel is a buildable lot located in the R-2 Single Family Residential District. The property is surplus and should be sold. As required by the State, the Village published a legal notice soliciting contracts for purchase. The Village received several proposals and two contracts for purchase.

Discussion: The house at 18462 Dixie was vacant for a couple years and determined to be uninhabitable by Fire Chief Grabowski due to it not being maintained and in major disrepair. Because the owner took no action to repair or sell the property the Village foreclosed on municipal liens imposed for maintaining the yard. This allowed the Village to demolish the house in order to sell the property for construction of a new house.

In order to sell the property, staff solicited proposals to purchase the land. Staff received three proposals which included earnest money checks. Staff engaged the Gorman Group to perform the appraisal, and the property appraised for \$20,000. Per state statute, the Village cannot accept a price less than 80% of the appraisal value (\$16,000).

Only one of the two proposals was less than 80% of the appraisal value and could therefore not be accepted.

Staff Recommendation: Staff recommends the Village Board authorize the Village President to enter into a sales contract with Dan Warning and Sarena Lee of Homewood, IL to purchase the property located at 18462 Dixie Highway for \$20,000

Financial Impact: The Village expended approximately \$24,000 on costs related to asbestos removal, demolition, legal and other fees. This cost will be partially recovered though the sale of the property for \$20,000.

Funding Source: General Fund

Budgeted Amount: N/A

Legal Review: Legal Review Completed by Village Attorney

Attachment(s):

- Resolution accepting contract
- Sales Contract

RESOLUTION NO. R-3062

A RESOLUTION ACCEPTING A CONTRACT TO PURCHASE SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF HOMEWOOD AT 18462 DIXIE HIGHWAY, HOMEWOOD, COOK COUNTY, ILLINOIS.

WHEREAS, the Village of Homewood owns a vacant parcel of real estate at the northwest corner of Dixie Highway and Willow Road commonly known as 18462 Dixie Highway, Homewood, Illinois; and

WHEREAS, the corporate authorities of the Village have determined that the property is surplus and should be sold; and

WHEREAS, Section 11-76-4.1 of the Illinois Municipal Code (65 ILCS 5/11-76-4.1) authorizes the corporate authorities of a municipality by resolution the sale of surplus public real estate; and

WHEREAS, the Board of Trustees on July 28, 2020 passed Resolution R-3059 declaring this property to be surplus and directing staff to solicit proposed contracts for purchase; and

WHEREAS, Resolution R-3059 was published in the Daily Southtown on July 29, 2020 as required by law; and

WHEREAS, the Village has received an offer to purchase the property from Dan Warning for Twenty Thousand Dollars (\$20,000.00) which is attached as Exhibit A to this resolution; and

WHEREAS, the Village has received an appraisal of the property prepared by an Illinois-licensed appraiser and has determined the proposed purchase price to be at least 80% of the property's appraised value.

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

1. The Recitals set forth above are adopted and incorporated herein.
2. The Village President, Village Manager and Village Attorney are authorized to execute the attached real estate sales contract and take all action necessary to complete the sale of the property as described above.

This resolution approved this 8th day of September, 2020.

Village President

ATTEST:

Village Clerk

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

Exhibit A
Sales Contract



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0



- 1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."
- 2 Buyer Name(s) [PLEASE PRINT] Dan Warning and Sarena Lee
- 3 Seller Name(s) [PLEASE PRINT] Village of Homewood
- 4 If Dual Agency applies, check here ☐ and complete Optional Paragraph 29.
- 5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
- 6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with
- 7 approximate lot size or acreage of 8,450 sq ft commonly known as:
- 8 18462 Dixie Highway Homewood Illinois 60430 Cook
- 9 Address Unit # (If applicable) City State Zip County
- 10 Permanent Index Number(s): 32-06-110-023-0000 ☐ Single Family Attached ☐ Single Family Detached ☐ Multi-Unit
- 11 If Designated Parking is Included: # of space(s) _____; identified as space(s) # _____; location _____
- 12 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.
- 13 If Designated Storage is Included: # of space(s) _____; identified as space(s) # _____; location _____
- 14 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.
- 15 **3. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
- 16 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise
- 17 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
- 18 together with the following items at no added value by Bill of Sale at Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:
- | | | | |
|--|---|---|---|
| 19 <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Wine/Beverage Refrigerator | <input type="checkbox"/> Light Fixtures, as they exist | <input type="checkbox"/> Fireplace Gas Log(s) |
| 20 <input type="checkbox"/> Oven/Range/Stove | <input type="checkbox"/> Sump Pump(s) | <input type="checkbox"/> Built-in or attached shelving | <input type="checkbox"/> Smoke Detectors |
| 21 <input type="checkbox"/> Microwave | <input type="checkbox"/> Water Softener (unless rented) | <input type="checkbox"/> All Window Treatments & Hardware | <input type="checkbox"/> Carbon Monoxide Detectors |
| 22 <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Central Air Conditioning | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Invisible Fence System, Collar & Box |
| 23 <input type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Central Humidifier | <input type="checkbox"/> Wall Mounted Brackets (AV/TV) | <input type="checkbox"/> Garage Door Opener(s) |
| 24 <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Central Vac & Equipment | <input type="checkbox"/> Security System(s) (unless rented) | <input type="checkbox"/> with all Transmitters |
| 25 <input type="checkbox"/> Washer | <input type="checkbox"/> All Tacked Down Carpeting | <input type="checkbox"/> Intercom System | <input type="checkbox"/> Outdoor Shed |
| 26 <input type="checkbox"/> Dryer | <input type="checkbox"/> Existing Storms & Screens | <input type="checkbox"/> Electronic or Media Air Filter(s) | <input type="checkbox"/> Outdoor Playset(s) |
| 27 <input type="checkbox"/> Attached Gas Grill | <input type="checkbox"/> Window Air Conditioner(s) | <input type="checkbox"/> Backup Generator System | <input type="checkbox"/> Planted Vegetation |
| 28 <input type="checkbox"/> Water Heater | <input type="checkbox"/> Ceiling Fan(s) | <input type="checkbox"/> Fireplace Screens/Doors/Grates | <input type="checkbox"/> Hardscape |
- 29 Other Items Included at No Added Value: _____
- 30 Items Not Included: _____
- 31 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
- 32 operating condition at Possession except: _____
- 33 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
- 34 regardless of age, and does not constitute a threat to health or safety.
- 35 If Home Warranty applies, check here ☐ and complete Optional Paragraph 32.
- 36 **4. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ 20,000 ⁸⁰⁵ After the payment of Earnest
- 37 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
- 38 "Good Funds" as defined by law.
- 39 a) ~~CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final~~
- 40 ~~settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller~~
- 41 ~~agrees to credit \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.~~
- 42 b) **EARNEST MONEY:** Earnest Money of \$ 1,000.00 shall be tendered to Escrowee on or before 2
- 43 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ not applicable shall be tendered
- 44 by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of the Parties by _____

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: _____ 18462 Dixie Highway, Homewood IL 60430 _____ v7.0
Page 1 of 13

45 [CHECK ONE]: ☒ Seller's Brokerage, ☐ Buyer's Brokerage;

46 In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26.

47 c) **BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
48 prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing.

49 **5. CLOSING:** Closing shall be on September 25, 20 20 or at such time as mutually agreed by the Parties in
50 writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing
51 agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

52 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
53 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated
54 the Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

55 **7. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c]

56 ~~a) **LOAN CONTINGENCY:** Not later than forty-five (45) days after Date of Acceptance or five~~

57 ~~(5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall~~
58 ~~provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan~~
59 ~~approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan~~
60 ~~as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA; ☐ USDA;~~
61 ~~☐ other _____ loan for _____ % of the Purchase Price, plus private mortgage insurance (PMI),~~
62 ~~if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed _____ % per annum,~~
63 ~~amortized over not less than _____ years. Buyer shall pay discount points not to exceed _____ % of the loan amount.~~
64 ~~Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees.~~

65 ~~If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to~~
66 ~~Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide~~
67 ~~such written evidence not later than the date specified herein or by any extension date agreed to by the Parties,~~
68 ~~Seller shall have the option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller~~
69 ~~serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain~~
70 ~~in full force and effect.~~

71 ~~Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan~~
72 ~~application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall~~
73 ~~have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days~~
74 ~~thereafter or any extension thereof agreed to by the Parties in writing.~~

75 ~~A Party causing delay in the loan approval process shall not have the right to terminate under this~~
76 ~~subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as~~
77 ~~otherwise agreed, then this Contract shall continue in full force and effect without any loan contingencies.~~

78 ~~Unless otherwise provided in Paragraph 30, this Contract is not contingent upon the sale and/or closing of~~
79 ~~Buyer's existing real estate. Buyer shall be deemed to have satisfied the financing conditions of this subparagraph~~
80 ~~if Buyer obtains a loan approval in accordance with the terms of this subparagraph even though the loan is~~
81 ~~conditioned on the sale and/or closing of Buyer's existing real estate.~~

82 ~~If Buyer is seeking FHA, VA, or USDA financing, required amendments and disclosures shall be attached to this~~
83 ~~Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.~~

✓ 84 DC JDL **b) CASH TRANSACTION WITH NO MORTGAGE: [ALL CASH]** If this selection is made, Buyer will pay
85 at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer,
86 that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
87 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
88 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

Address: _____ 18462 Dixie Highway, Homewood IL 60430 _____ v7.0

89 to close. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this
90 Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from
91 satisfying the Balance Due at Closing, shall constitute a material breach of this Contract by Buyer. The Parties shall
92 share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract shall
93 not be contingent upon the sale and/or closing of Buyer's existing real estate.

94 _____ c) **CASH TRANSACTION, MORTGAGE ALLOWED:** If this selection is made, Buyer will pay at closing,
95 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
96 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
97 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
98 Seller, Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds
99 to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that
100 Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing access to the Real
101 Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include the performance
102 in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall NOT be contingent**
103 **upon Buyer obtaining financing.** Buyer understands and agrees that, so long as Seller has fully complied with Seller's
104 obligations under this Contract, any act or omission outside of the control of Seller, whether intentional or not, that
105 prevents Buyer from satisfying the Balance Due at Closing shall constitute a material breach of this Contract by Buyer.
106 Buyer shall pay the title company escrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects
107 to close without a mortgage loan, the Parties shall share the title company escrow closing fee equally. Unless otherwise
108 provided in Paragraph 30, this Contract shall not be contingent upon the sale and/or closing of Buyer's existing
109 real estate.

110 ~~8. STATUTORY DISCLOSURES: If applicable, prior to signing this Contract, Buyer-~~
111 ~~[CHECK ONE] ☐ has ☒ has not received a completed Illinois Residential Real Property Disclosure;~~
112 ~~[CHECK ONE] ☐ has ☒ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"~~
113 ~~[CHECK ONE] ☐ has ☒ has not received a Lead-Based Paint Disclosure;~~
114 ~~[CHECK ONE] ☐ has ☒ has not received the IEMA Radon Testing Guidelines for Real Estate Transactions;"~~
115 ~~[CHECK ONE] ☐ has ☒ has not received the Disclosure of Information on Radon Hazards.~~

116 **9. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
117 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes,
118 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
119 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
120 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
121 Association(s) are not a proratable item.

122 a) The general real estate taxes shall be prorated to and including the date of Closing based on * % of
123 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
124 except as provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a
125 homeowner, senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller
126 has submitted or will submit in a timely manner all necessary documentation to the appropriate governmental
127 entity, before or after Closing, to preserve said exemption(s). The proration shall not include exemptions to
128 which the Seller is not lawfully entitled.

129 ~~b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s)~~
130 ~~fees are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees are~~
131 ~~\$ _____ per _____). Seller agrees to pay prior to or at Closing the remaining balance of any~~
132 ~~special assessments by the Association(s) confirmed prior to Date of Acceptance.~~

**No tax prorations. Property is tax exempt.*

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: _____ 18462 Dixie Highway, Homewood IL 60430 _____ v7.0

133 c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
134 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

135 **10. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
136 Parties, by Notice, may:

137 a) Approve this Contract; or

138 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

139 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
140 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
141 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
142 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
143 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
144 terminated; or

145 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
146 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
147 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
148 agreed upon, neither Buyer nor Seller may declare this contract null and void, and this contract shall remain
149 in full force and effect.

150 If Notice of disapproval or proposed modifications is not served within the time specified herein, the
151 provisions of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force
152 and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null
153 and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit
154 unilateral reinstatement by withdrawal of any proposal(s).

155 **11. WAIVER OF PROFESSIONAL INSPECTIONS:** [INITIAL IF APPLICABLE] _____ Buyer acknowledges
156 the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such inspections of
157 the Real Estate, and further agrees that the provisions of Paragraph 12 shall not apply.

158 **12. PROFESSIONAL INSPECTIONS AND INSPECTION NOTICES:** [NOT APPLICABLE IF PARAGRAPH 11 IS INITIALED]
159 Buyer may conduct at Buyer's expense (unless payment for such expense is otherwise required by governmental
160 regulation) any or all of the following inspections of the Real Estate by one or more licensed or certified inspection
161 services: home, radon, environmental, lead-based paint, lead-based paint hazards or wood-destroying insect
162 infestation, or any other inspections desired by Buyer in the exercise of reasonable due diligence. Seller agrees to
163 make all areas of the Real Estate accessible for inspection(s) upon reasonable notice and to have all utilities turned
164 on during the time of such inspections. Buyer shall indemnify Seller and hold Seller harmless from and against
165 any loss or damage caused by any acts of Buyer or any person performing any inspection on behalf of Buyer.

166 a) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
167 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
168 floors, appliances and foundation. A major component shall be deemed to be in operating condition, and
169 therefore not defective within the meaning of this paragraph, if it does not constitute a current threat to health
170 or safety, and performs the function for which it is intended, regardless of age or if it is near or at the end of its
171 useful life. Minor repairs, routine maintenance items and painting, decorating or other items of a cosmetic
172 nature, no matter the cost to remedy same, do not constitute defects, are not a part of this contingency and shall
173 not be a basis for the Buyer to cancel this Contract. A request by Buyer for credits or repairs in violation of
174 the terms of this subparagraph shall allow Seller to declare this Contract terminated and direct the return
175 of Buyer's Earnest Money. If radon mitigation is performed, Seller shall pay for any retest.

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b) Buyer shall serve Notice upon Seller or Seller's attorney of any major component defects disclosed by any inspection for which Buyer requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-based paint hazard inspection) after Date of Acceptance. Buyer shall not send any portion of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any part thereof, is specifically requested in writing by Seller or Seller's attorney. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party, whereupon this Contract shall be immediately deemed terminated.

c) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within five (5) Business Days after Date of Acceptance, this Contract shall be null and void. Said Notice shall not include any portion of the inspection reports unless requested by Seller.

d) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a waiver of Buyer's rights to terminate this Contract under this Paragraph 12 and this Contract shall remain in full force and effect.

~~13. HOMEOWNER INSURANCE: This Contract is contingent upon Buyer obtaining evidence of insurability for an Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days after Date of Acceptance. If Buyer is unable to obtain evidence of insurability and serves Notice with proof of same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full force and effect.~~

14. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

~~15. CONDOMINIUM/Common Interest Associations: [If Applicable] The Parties agree that the terms contained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community Association Act or other applicable state association law ("Governing Law").~~

a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and utility easements including any easements established by or implied from the Declaration/CCRs or amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to Date of Acceptance.

c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date of Acceptance and Closing. The Parties shall have three (3) Business Days to reach agreement relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.

d) Seller shall, within ten (10) Business Days from Date of Acceptance, apply for those items of disclosure upon sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
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Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or additional documentation, Buyer agrees to comply with same.

e) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the documents and information required by this paragraph, listing those deficiencies which are unacceptable to Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.

~~f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.~~

16. THE DEED: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.

17. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:

a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.

b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement Procedures Act of 1974, as amended.

18. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only to items listed in Paragraph 16 and shall cause a title policy to be issued with an effective date as of Closing. The requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions or if the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions or survey matters or insure against any court-ordered removal of the encroachments. If Seller fails to have such exceptions waived or insured over prior to Closing, Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

19. PLAT OF SURVEY: Not less than one (1) Business Day prior to Closing, except where the Real Estate is a condominium, Seller shall at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms Buyer may, at Buyer's expense

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264 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
265 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
266 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
267 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
268 all accessible corners of the land. All such corners shall also be visibly staked or flagged. The Plat of Survey shall
269 include the following statement placed near the professional land surveyor's seal and signature: "This professional
270 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
271 defined, is not a boundary survey and is not acceptable.

272 **20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
273 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
274 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
275 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
276 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds
277 Seller agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace
278 damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall
279 be applicable to this Contract, except as modified by this paragraph.

280 **21. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
281 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at
282 Seller's expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and
283 included Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal
284 Property are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

285 **22. SELLER REPRESENTATIONS:** Seller's representations contained in this paragraph shall survive the Closing.
286 Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written
287 notice from any association or governmental entity regarding:

- 288 a) zoning, building, fire or health code violations that have not been corrected;
- 289 b) any pending rezoning;
- 290 c) boundary line disputes;
- 291 d) any pending condemnation or Eminent Domain proceeding;
- 292 e) easements or claims of easements not shown on the public records;
- 293 f) any hazardous waste on the Real Estate;
- 294 g) real estate tax exemption(s) to which Seller is not lawfully entitled; or
- 295 h) any improvements to the Real Estate for which the required initial and final permits were not obtained.

296 Seller further represents that:

- ✓ 297 [INITIALS] DCW SJL There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are not
298 included in full in the determination of the most recent tax assessment.
- ✓ 299 [INITIALS] DCW SJL There [CHECK ONE] ☐ are ☒ are not improvements to the Real Estate which are eligible
300 for the home improvement tax exemption.
- ✓ 301 [INITIALS] DCW SJL There [CHECK ONE] ☐ is ☒ is not an unconfirmed pending special assessment affecting
302 the Real Estate by any association or governmental entity payable by Buyer after the date of Closing.
- ✓ 303 [INITIALS] DCW SJL The Real Estate [CHECK ONE] ☐ is ☒ is not located within a Special Assessment Area or
304 Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
305 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of
306 matters that require modification of the representations previously made in this Paragraph 22, Seller shall

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307 promptly notify Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may
308 terminate this Contract by Notice to Seller and this Contract shall be null and void.

309 **23. REAL ESTATE TAX ESCROW:** In the event the Real Estate is improved, but has not been previously taxed for
310 the entire year as currently improved, the sum of three percent (3%) of the Purchase Price shall be deposited in
311 escrow with the title company with the cost of the escrow to be divided equally by Buyer and Seller and paid at
312 Closing. When the exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall
313 be prorated by Seller's attorney at the request of either Party and Seller's share of such tax liability after proration
314 shall be paid to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation
315 after such proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon
316 demand.

317 **24. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
318 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Loan Contingency Date
319 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

320 **25. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
321 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
322 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
323 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
324 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
325 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
326 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
327 document incorporating the digital signature and sending same by electronic mail.

328 **26. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
329 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
330 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
331 competent jurisdiction."

332 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
333 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
334 Escrowee may elect to proceed as follows:

- 335 a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days
336 prior to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends
337 to disburse in the absence of any written objection. If no written objection is received by the date indicated in
338 the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties.
339 If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be
340 held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.
- 341 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
342 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
343 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
344 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
345 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
346 costs and fees incurred in filing the Interpleader action.

347 **27. NOTICE:** Except as provided in Paragraph 30 c) 2) regarding the manner of service for "kick-out" Notices, all
348 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to
349 any one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 350 a) By personal delivery; or

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- b) By mailing to the addresses recited herein on Page 13 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

~~**29. CONFIRMATION OF DUAL AGENCY:** The Parties confirm that they have previously consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.~~

30. SALE OF BUYER'S REAL ESTATE:

a) **REPRESENTATIONS ABOUT BUYER'S REAL ESTATE:** Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's real estate") with the address of:

Address	City	State	Zip
---------	------	-------	-----

2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's real estate.

If Buyer has entered into a contract to sell Buyer's real estate, that contract:

a) [CHECK ONE] ☐ is ☐ is not subject to a mortgage contingency.

b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's real estate for sale with a licensed real estate broker and in a local multiple listing service.

4) If Buyer's real estate is not publicly listed for sale with a licensed real estate broker and in a local multiple listing service, Buyer [CHECK ONE]:

a) ☐ Shall publicly list real estate for sale with a licensed real estate broker who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Broker: _____

Broker's Address: _____ Phone: _____

b) ☐ Does not intend to list said real estate for sale.

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____

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b) **CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:**

- 1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's real estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's real estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's real estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)
- 2) In the event Buyer has entered into a contract for the sale of Buyer's real estate as set forth in Paragraph 30 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's real estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's real estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's real estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 30, and this Contract shall remain in full force and effect.
- 3) If the contract for the sale of Buyer's real estate is terminated for any reason after the date set forth in Paragraph 30 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 30 b) 1)), Buyer shall, within three (3) Business Days of such termination, notify Seller of said termination. Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 30 and complies with Paragraph 30 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.
- c) **SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE:** During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:
 - 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 30 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 30 b), subject to Paragraph 30 d).
 - 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's real estate agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's real estate agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
 - 3) If Buyer complies with the provisions of Paragraph 30 d) then this Contract shall remain in full force and effect.
 - 4) If the contingencies set forth in Paragraph 30 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
 - 5) Except as provided in Paragraph 30 c) 2) above, all Notices shall be made in the manner provided by Paragraph 27 of this Contract.
 - 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

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d) **WAIVER OF PARAGRAPH 30 CONTINGENCIES:** Buyer shall be deemed to have waived the contingencies in Paragraph 30 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.

e) **BUYER COOPERATION REQUIRED:** Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 30 at any time, and Buyer agrees to cooperate in providing relevant information.

31. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20 _____. In the event the prior contract is not cancelled within the time specified, this Contract shall be null and void. If prior contract is subject to Paragraph 30 contingencies, Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

32. HOME WARRANTY: Seller shall provide at no expense to Buyer a Home Warranty at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

33. WELL OR SANITARY SYSTEM INSPECTIONS: Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5) gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable County Health Department, a Licensed Environmental Health Practitioner, or a licensed well and septic inspector, each dated not more than ninety (90) days prior to Closing, stating that the well and water supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or deficiency and the cost of landscaping together exceed \$3,000, and if the Parties cannot reach agreement regarding payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing, the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

34. WOOD DESTROYING INFESTATION: Notwithstanding the provisions of Paragraph 12, within ten (10) Business Days after Date of Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active infestation or structural damage, Buyer has the option within five (5) Business Days of receipt of the report to proceed with the purchase or to declare this Contract null and void.

35. POSSESSION AFTER CLOSING: Possession shall be delivered no later than 11:59 p.m. on the date that is [CHECK ONE] ☐ _____ days after the date of Closing or ☐ _____, 20 ____ ("the Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as agreed, the sum of \$ _____ (if left blank, two percent (2%) of the Purchase Price) and disbursed as follows:

a) The sum of \$ _____ per day for use and occupancy from and including the day after Closing to and including the day of delivery of Possession if on or before the Possession Date;

b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid for each day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

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481 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 21 have
482 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
483 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between the Parties.

✓ 484 DW SJL 36. "AS IS" CONDITION: This Contract is for the sale and purchase of the Real Estate in its "As Is"
485 condition as of the Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect
486 to the condition of the Real Estate have been made by Seller or Seller's Designated Agent other than those known
487 defects, if any, disclosed by Seller. Buyer may conduct at Buyer's expense such inspections as Buyer desires. In that
488 event, Seller shall make the Real Estate available to Buyer's inspector at reasonable times. Buyer shall indemnify Seller
489 and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person
490 performing any inspection. In the event the inspection reveals that the condition of the Real Estate is unacceptable
491 to Buyer and Buyer so notifies Seller within five (5) Business Days after Date of Acceptance, this Contract shall be
492 null and void. Buyer's notice SHALL NOT include a copy of the inspection report, and Buyer shall not be obligated
493 to send the inspection report to Seller absent Seller's written request for same. Failure of Buyer to notify Seller or
494 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and
495 this Contract shall remain in full force and effect. Buyer acknowledges that the provisions of Paragraph 12 and the
496 warranty provisions of Paragraph 3 do not apply to this Contract. Nothing in this paragraph shall prohibit the exercise
497 of rights by Buyer in Paragraph 33, if applicable.

498 _____ 37. SPECIFIED PARTY APPROVAL: This Contract is contingent upon the approval of the Real
499 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date
500 of Acceptance. In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller
501 within the time specified, this Contract shall be null and void. If Notice is not served within the time specified, this
502 provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

503 _____ 38. ATTACHMENTS: The following attachments, if any, are hereby incorporated into this Contract
504 [IDENTIFY BY TITLE]: _____
505 _____

506 _____ 39. MISCELLANEOUS PROVISIONS: Buyer's and Seller's obligations are contingent upon the
507 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and with
508 such additional terms as either Party may deem necessary, providing for one or more of the following [CHECK APPLICABLE BOXES]:

- | | | |
|---|--|---|
| 509 <input type="checkbox"/> Articles of Agreement for Deed | <input type="checkbox"/> Assumption of Seller's Mortgage | <input type="checkbox"/> Commercial/Investment |
| 510 or Purchase Money Mortgage | <input type="checkbox"/> Cooperative Apartment | <input type="checkbox"/> New Construction |
| 511 <input type="checkbox"/> Short Sale | <input type="checkbox"/> Tax-Deferred Exchange | <input checked="" type="checkbox"/> Vacant Land |
| 512 <input type="checkbox"/> Multi-Unit (4 Units or fewer) | <input type="checkbox"/> Interest Bearing Account | <input type="checkbox"/> Lease Purchase |

Buyer Initial _____ Buyer Initial _____ Seller Initial _____ Seller Initial _____
Address: _____ 18462 Dixie Highway, Homewood IL 60430 _____ v7.0
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513 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO THE
514 COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
515 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
516 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL MULTI-
517 BOARD RESIDENTIAL REAL ESTATE CONTRACT 7.0.

518 8/21/2020

519 Date of Offer	DATE OF ACCEPTANCE
520 <i>[Signature]</i>	Seller Signature
521 Buyer Signature	
522 <i>[Signature]</i>	
523 Buyer Signature	Seller Signature
524 Dan Warning Sarena Lee	Village of Homewood
525 Print Buyer(s) Name(s) [REQUIRED]	Print Seller(s) Name(s) [REQUIRED]
526 19436 Dixie Highway	2020 Chestnut Road
527 Address [REQUIRED]	Address [REQUIRED]
528 Homewood IL. 60430	Homewood IL 60430
529 City, State, Zip [REQUIRED]	City, State, Zip [REQUIRED]
530 815 883 1238 dwarning1961@gmail.com	708-206-3378
531 Phone E-mail	Phone E-mail

532 **FOR INFORMATION ONLY**

533	Buyer's Brokerage						Seller's Brokerage					
534	MLS #		State License #		MLS #		State License #					
535	Address		City		Zip		Address		City		Zip	
536	Buyer's Designated Agent		MLS #		State License #		Seller's Designated Agent		MLS #		State License #	
537	Phone		Fax		Phone		Fax					
538	E-mail		E-mail									
539	Jeff Fisher jeff@fisherberardilaw.com		Christopher J. Cummings chris@cjcummingslaw.com									
540	Buyer's Attorney E-mail		Seller's Attorney E-mail									
541	207 S Water St, Wilmington, IL 60481		2024 Hickory Rd. #205 IL 60430									
542	Address City State Zip		Address City State Zip									
543	(815) 476-7635 815-476-5090		708-799-7575 866-645-4219									
544	Phone Fax		Phone Fax									
545	Mortgage Company Phone		Homeowner's/Condo Association (if any) Phone									
546	Loan Officer Phone/Fax		Management Co./Other Contact Phone									
547	Loan Officer E-mail		Management Co./Other Contact E-mail									

555 Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.
556 Seller rejection: This offer was presented to Seller on _____, 20____ at ____:____ a.m./p.m. and rejected on _____
557 _____, 20____ at ____:____ a.m./p.m. [SELLER INITIALS]

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560 Association · DuPage County Bar Association · Heartland REALTOR® Organization · Grundy County Bar Association · Homelown Association of REALTORS® · Illinois Real Estate Lawyers Association ·
561 Illini Valley Association of REALTORS® · Kane County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar
562 Association · North Shore-Barrington Association of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · Oak Park Area Association of REALTORS® · REALTOR®
563 Association of the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·