A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE TO THE FLAG
C. ROLL CALL - ESTABLISH QUORUM
D. APPROVAL OF AMENDMENTS TO THE AGENDA
E. APPROVAL OF MINUTES
1. July 26, 2017
F. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS
1. Mayor
2. Trustees
3. Treasurer
4. Clerk
5. Village Attorney
6. Public Safety Officials
7. Village Manager
G. PUBLIC COMMENT (3 Minute limit. Please sign in prior to start of meeting.)
H. LEGISLATION AND ACTION ITEMS
1. Consider for Approval Ordinance No. 17-061, an Ordinance Granting a Variance to Reduce the Required Side Yard Setback from twenty (20) feet to sixteen (16) feet for the Proposed Attached Townhomes in the R-6A Attached Single-Family Residential District at 14611, 14617 and 14623 S. Clover Lane, Homer Glen, IL (Jarper Properties, LLC, Case No. HG-1723-V).
2. Consider for Approval the Mayor’s Appointment of Sue Steilen to the Parade and Festival Committee.
3. Consider for Approval Resolution No. 17-007, a Resolution Establishing Nationwide as the Plan Provider for the Village of Homer Glen’s 457 Deferred Compensation Program.
5. Consider for Approval Pay Estimate No. 1 from Austin Tyler Construction, Inc. for Phase I of the Heritage Park Project, in the Amount of $239,460.93.
I. OLD BUSINESS
J. NEW BUSINESS
K. ADJOURNMENT

DISABLED: Any individual requiring special accommodations as specified by the Americans with Disabilities Act is requested to notify the Village Manager of Homer Glen at 708-301-0632 at least 24 hours in advance of the meeting date.
Village of Homer Glen

14240 W. 151st Street
Homer Glen, Illinois 60491

July 26, 2017

Board of Trustees
Board Meeting

Village Board Room
14240 W. 151st Street
Homer Glen, IL 60491
A. CALL TO ORDER

The meeting was called to order on July 26, 2017 by Mayor Yukich at 7:01 p.m. in the Village Board Room, 14240 W. 151st Street, Homer Glen.

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

Present were Mayor George Yukich, Trustees Sharon Sweas, Beth Rodgers, Christina Neitzke-Troike, Carlo Caprio and Keith Gray. Trustee Brian Burian was absent. All remained present throughout the meeting. Also present on behalf of the Village were Village Attorney Eric Hanson, Economic Development Director Janie Patch, Assistant Village Manager Heather Kokodynsky, Director of Planning and Zoning Vijay Gadde and Village Manager Mike Mertens. A quorum was established.

D. APPROVAL OF AMENDMENTS TO THE AGENDA

None

E. APPROVAL OF MINUTES

1. May 24, 2017

Trustee Caprio motioned to approve the minutes of May 24, 2017, second by Trustee Neitzke-Troike.

Voice Vote:
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried.

1. July 12, 2017

Trustee Sweas motioned to approve the minutes of July 12, 2017, second by Trustee Gray.

The Mayor asked for roll call:
Ayes: (4) Trustees Gray, Sweas, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (1) Caprio
Absent: (1) Trustee Burian
The Motion carried.

F. ACCOUNTS PAYABLE

Trustee Sweas made a motion to approve the accounts payable for the period of June 30, 2017 through July 27, 2017; seconded by Trustee Rodgers.

The Mayor asked for roll call:
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried

G. REPORTS AND COMMUNICATIONS FROM MAYOR AND OTHER OFFICERS

1. Mayor’s Report

Happy Birthday Village Clerk Ann Holtz

Storm Related Branch Pick-Up
Due to the recent storms, the Homer Highway Department is conducting a special storm related branch pick-up. Residents must call the Homer Township Road District at 708-301-0246 and give their name and address to arrange a pick-up. Tree branches must be brought to the curb. Pick-up will run through Monday, July 31.

Evlyn’s Gate North Park Dedication Ceremony
The Village’s Park and Recreation Committee hosted a park dedication ceremony for Evlyn’s Gate North Park on Monday, July 17. Our newest neighborhood park is located at Syd Creek Drive and Park Place in the Evlyn’s Gate North subdivision. The Village accepted this park in the spring and is committed to completing the much needed improvements. Thank you to the Village Trustees, Village Staff, the Parks and Recreation Committee, Konows Corn Maze and our facilities maintenance staff for making the event a success.

National Citizen Survey Results
The Village launched its first National Citizen Survey in April, 2017. Survey questions were intended to measure eight aspects of community livability: built environment; community engagement, economy, education and enrichment; recreation and wellness; mobility; natural environment; and safety. Several questions also sought residents’ opinions on future priorities for the Village. A total of 501 scientific surveys were completed. To view the survey results and key findings please visit www.homerglenil.org Thank you to all of the residents that participated.

2. Trustees

- **Trustee Caprio:**
  Reporting on behalf of the Parade and Festival committee: The numbers from this year’s festival are not official; yet, it is believed that this year’s numbers match last years. A discussion regarding the location of next year’s fest will occur next month at the Committee’s meeting. Thank you to the volunteers, entertainment, food vendors, the carnival and everyone else who contributed to the success of the 2017 Homer Fest.

- **Trustee Sweas:**
  Reporting on behalf of the Environment Committee: Nomination forms for the 2017 Community and Nature in Harmony Awards may be found on the Village’s website. Forms must be submitted by the end of next week. The Environment Committee is also seeking two volunteers for the Committee. If you are a resident of the Village and interested in contributing to the Committee, please submit a letter of interest and resume to the Village. The Homer Township Library will have a solar eclipse celebration that will take place on August 21 from 11a.m. to 1:00p.m.

  Reporting on behalf of the Homer Harvest Days Committee: Homer Harvest Days will take place at Trantina Farm on September 9 and 10. Please contact the Homer Township Administration Office at 301-0522 if you would like to be a vendor, demonstrator or volunteer at the event.
• Trustee Rodgers:
  Reporting on behalf of the Public Services and Safety Committee:
  o 143rd St Bike Path Lights: An application has been submitted to Will County for their review and approval since the lights are on the County’s right-of-way. Once approved, the equipment and lighting will be ordered.
  o Will Cook and 167th St. Closing: Enbridge has a tentative date scheduled for August 16. The company is still working with the County to obtain required approvals for this work. A two week notice will be given prior to the start of any construction.
  o 159th and Oak Valley Trail: IDOT has agreed to install temporary lights. This work should be done some time next week.

3. Treasurer Village
   Assistant Village Manager Heather Kokodynsky read into the record the Treasurer’s Report for the period ending January 31, 2017.
   
<table>
<thead>
<tr>
<th>Fund</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td>$4,766,718.00</td>
</tr>
<tr>
<td>Special Events Fund</td>
<td>$154,837.40</td>
</tr>
<tr>
<td>Environmental Fund</td>
<td>$72,803.04</td>
</tr>
<tr>
<td>Motor Fuel Tax Fund</td>
<td>$3,717,893.20</td>
</tr>
<tr>
<td>Park and Recreation Fund</td>
<td>$3,417,634.14</td>
</tr>
<tr>
<td>Debt Service Fund</td>
<td>$2,117,372.17</td>
</tr>
<tr>
<td>Capital Project Fund</td>
<td>$995,616.51</td>
</tr>
<tr>
<td>EAB Tree Replacement Fund</td>
<td>$386,280.76</td>
</tr>
<tr>
<td>Capital Bond Fund</td>
<td>$14,883,934.69</td>
</tr>
<tr>
<td>Total Cash and Investments</td>
<td>$30,513,089.91 (All Funds)</td>
</tr>
</tbody>
</table>

4. Clerk - No Report
5. Village Attorney – No Report
6. Public Safety Officials – No Report
7. Village Manager – No Report

G. PUBLIC COMMENT
   There was no public comment.

H. LEGISLATION AND ACTION ITEMS

1. Motion to Approve Ordinance No. 17-045, an Ordinance Granting Approval of a Variance to Reduce the Required Corner Side Yard Setback from 45 Feet to 35 Feet 8 Inches in the C-1 Neighborhood Commercial District for Certain Real Property Located at 12641 W. 143rd Street, Homer Glen, IL (Richard & Janet Models, Case No. HG-1714-V)

   Trustee Caprio motioned to approve the Ordinance, second by Trustee Neitzke-Troike.

   The Mayor asked for roll call:
   Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
   Nays: (0)
   Abstained: (0)
   Absent: (1) Trustee Burian
   The Motion carried.
2. **Motion to Approve Ordinance No. 17-046, an Ordinance Granting Approval of a Variance to Permit a Wall Sign Area of 23 Square Feet in lieu of the 15 Square Feet Permitted for Certain Real Property Located at 15745 S. Bell Rd., Homer Glen, IL (A1 Insurance and Financial Services, Case No. HG-1716-V)**

Trustee Caprio made the motion to approve the Ordinance, second by Trustee Gray.

Trustee Sweas stated that Exhibit B of the Ordinance explained that ‘the photo is not to scale’. She questioned if the sign photo shown in Exhibit B was what the Board was supposed to consider for approval.

Director of Planning and Zoning Gadde responded that the sign will not be exactly as shown but really close.

Trustee Rodgers asked if the wall sign has channel lettering or if it is just a box sign.

Director Gadde responded that the sign will have channel lettering which requires each letter to be mounted to the façade.

Trustee Rodgers stated that she did not like the condition of the façade once the channel lettering is removed at the location. The façade is marred from the channel letters; however, if a box sign is used then there is minimal wear shown (i.e. two holes in the facade versus twenty). She requested that staff look into amending the Code to prohibit the use of channel lettering.

*The Mayor asked for roll call:*

Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian

*The Motion carried.*

3. **Motion to Approve Ordinance No. 17-046, an Ordinance Granting approval of (1) a Plat of Consolidation; and (2) Special Uses for (a) Planned Unit Development in the C-2 Local Business District in Accordance with §220-9 of the Code with Certain Variances, and (b) a drive through facility associated with the bank, for certain real property located at 14247 S. Bell Rd., Homer Glen, IL (Bank of America, Case No. HG-1717-PS).**

Trustee Gray made the motion to approve the Ordinance, second by Trustee Sweas.

Trustee Sweas requested the petitioner explain his request for additional parking. The applicant stated he withdrew his request for the variance for a thirty foot corner side yard setback in lieu of the 45 feet required.

Trustee Rodgers requested that the motion be withdrawn since the original motion is no longer correct.

Trustee Gray made a motion to withdraw his motion, second by Trustee Sweas.

The Village Attorney stated the new motion, shown below, for the Board’s consideration.

*Motion to Approve an Ordinance Granting approval of (1) a Plat of Consolidation; and (2) Special Uses for (a) a Planned Unit Development in the C-2 Local Business District in accordance with §220-9 of the Code with (3) Variances for (a) wall signs to be permitted on building elevations not immediately adjacent to or on a public right-of-way or major privately owned circulation road,
and (b) a drive through facility associated with the bank, for certain real property located at 14247 S. Bell Rd.

Trustee Gray made the motion to approve the Ordinance, second by Trustee Sweas.

_The Mayor asked for roll call:_
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried.

4. Motion to approve Ordinance No. 17-048, an Ordinance Granting Approval of a Variance From the Exterior Construction Standards of §75-67A of the Code to Permit Fiber Cement Siding on the First Floor of an Accessory Structure Over 225 Square Feet for Certain Real Property Located at 17611 S. Larkspur Court, Homer Glen, IL.

Trustee Sweas made the motion to approve the Ordinance, second by Trustee Caprio.

_The Mayor asked for roll call:_
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried.

5. Motion to approve the Mayor’s Appointment of Mark Gawron to the Village’s Parks and Recreation Committee.

Trustee Sweas made the motion to approve the appointment, second by Trustee Neitzke-Troike.

_The Mayor asked for roll call:_
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried.

6. Motion to Approve Ordinance No. 17-049, an Ordinance Amending §83-49 of the Code Licensing and Regulating Video Gaming within the Village of Homer Glen to prohibit video gaming at automobile service stations.

Trustee Caprio made the motion to approve the Ordinance, second by Trustee Sweas.

Mayor Yukich stated that gaming will not be allowed at establishments selling fuel.

_The Mayor asked for roll call:_
Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian
The Motion carried.
I. OLD BUSINESS - None

J. NEW BUSINESS - None

K. ADJOURNMENT

Trustee Caprio made the motion to adjourn, second by Trustee Sweas.

_The Mayor asked for roll call:_

Ayes: (5) Trustees Gray, Sweas, Caprio, Neitzke-Troike and Rodgers
Nays: (0)
Abstained: (0)
Absent: (1) Trustee Burian

_The Motion carried._

The meeting was adjourned at 7:27 p.m.

__________________________________________
Heather M. Kokodynsky, Assistant Village Manager

_Approved at the Board of Trustees Meeting dated_
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.1

Village Board Meeting Date: October 11, 2017

Plan Commission Meeting Date: October 5, 2017

Item Title: Consider for Approval Ordinance No. 17-061, an ordinance Granting a Variance to reduce the required side yard setback from twenty (20) feet to sixteen (16) feet for the proposed attached townhomes in the R-6A Attached Single-family Residential District at 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois [Jarper Properties, LLC, Case No. HG-1723-V].

Motion for Consideration: Is there a Motion to Approve Ordinance No. 17-061, an ordinance Granting a Variance to reduce the required side yard setback for the proposed attached townhomes in the R-6A Attached Single-family Residential District from twenty (20) feet to sixteen (16) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen], for 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois? [Jarper Properties, LLC, Case No. HG-1723-V].

Plan Commission Recommendation: Following the public hearing held on October 5, 2017, the Plan Commission voted 6-0 to adopt staff’s recommended findings as the findings of the Plan Commission, and to recommend to the Village Board approval of a Variance to reduce the required side yard setback for the proposed attached townhomes in the R-6A Attached Single-family Residential District for 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois? There was no public testimony provided at the hearing.

Staff Contact: Director of Planning & Zoning Gadde.

Background Information: The applicant, Jarper Properties, is planning to build an attached townhome on Lot 1 of the Amberfield Subdivision. The applicant needs to move
the proposed townhome building approximately 4 feet to the west in order to accommodate parking on the eastern driveway as shown in Attachment 1.

**Conformance with the Code:**

**Exterior Construction Standards (Chapter 75, Article II)**
The proposed project will meet the Exterior Construction Standards.

**Lighting (Chapter 75, Article II)**
The Lighting regulations do not apply to this project. The applicant is not proposing any new outdoor lighting.

**Conservation Design (Chapter 107, Article IV)**
The Conservation Design regulations do not apply to this project because it is an approved subdivision.

**Tree Preservation (Chapter 107, Article III)**
The Tree Preservation regulations do not apply to this request as the applicant is not proposing any changes to landscaping.

**Subdivision (Chapter 138, Article I)**
The Subdivision regulations do apply to this request and the Village’s engineering staff will review the revised grading plan.

**Park Donation (Chapter 138, Article II)**
The Park Donation regulations do not apply to this request because the subdivision has been approved.

**Water Resource Management (Chapter 210, Article I)**
The Water Resource Management regulations do apply to this request and the Village’s engineering staff will review the revised grading plan.

**Conformance with Adopted Plans:**

**Comprehensive Land Use Plan**
The Comprehensive Plan designates the subject property as a combination of Multi-Family Residential and Parks and Open Space.

**Transportation Plan**
The petitioner is not proposing any changes to the ingress and egress from S. Parker Road.

**Budget Implications:** None.

**Attachments**
- Proposed Site Plan
Reducing the required side yard from 20’ to 16’ on the west side of the building would give enough room for parking on the eastern driveway (building shown here is existing on Lot 2)
AN ORDINANCE GRANTING A VARIANCE
TO REDUCE THE REQUIRED SIDE YARD SETBACK FOR THE
PROPOSED ATTACHED TOWNHOMES IN THE R-6A ATTACHED
SINGLE-FAMILY RESIDENTIAL DISTRICT FROM TWENTY (20) FEET
TO SIXTEEN (16) FEET AT 14611, 14617 AND 14623 S. CLOVER LANE,
HOMER GLEN, ILLINOIS
[JARPER PROPERTIES, LLC, CASE NO. HG-1723-V]

GEORGE YUKICH, Village President
ANN HOLTZ, Village Clerk

BRIAN BURIAN
CARLO CAPRIO
KEITH GRAY
CHRISTINA NEITZKE-TROIKE
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Homer Glen on 10/11/2017
Mahoney, Silverman & Cross, LLC, Village Attorneys – Joliet, Illinois 60435
AN ORDINANCE GRANTING A VARIANCE
TO REDUCE THE REQUIRED SIDE YARD SETBACK FOR THE PROPOSED ATTACHED TOWNHOMES IN THE R-6A ATTACHED SINGLE-FAMILY RESIDENTIAL DISTRICT FROM TWENTY (20) FEET TO SIXTEEN (16) FEET AT 14611, 14617 AND 14623 S. CLOVER LANE, HOMER GLEN, ILLINOIS
[JARPER PROPERTIES, LLC, CASE NO. HG-1723-V]

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “Home Rule Powers”); and,

WHEREAS, an application has been filed by Jarper Properties, LLC seeking a Variance to reduce the required side yard setback for the proposed attached townhomes in the R-6A Attached Single-family Residential District from twenty (20) feet to sixteen (16) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen] at 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois; and

WHEREAS, the property that is the subject of the aforesaid application and of this Ordinance (“Subject Property”) is legally described in “Exhibit A”; and,

WHEREAS, pursuant to a public notice published in a newspaper of general circulation within the Village as required by the Code of the Village of Homer Glen, the Plan Commission held a public hearing with regard to said application on October 5, 2017, and rendered its findings of fact and recommendations to the Board of Trustees; and,

WHEREAS, the Plan Commission after due consideration of the issues, exhibits and testimony, made findings of fact and a recommendation to the Board of Trustees which are incorporated into the record of its proceedings attached hereto as Exhibit “B” and which include the specific findings as required by §220-1207C(1-3) of the Code of the Village of Homer Glen; and,

WHEREAS, the Village President and Board of Trustees carefully considered public commentary and the recommendations of the Plan Commission which are incorporated into the record of its proceedings; and,

WHEREAS, the Village President and Board of Trustees, after due consideration have determined that granting a Variance to reduce the required side yard setback for the proposed attached townhomes in the R-6A Attached Single-family Residential District from twenty (20) feet to sixteen (16) feet at 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois, is in conformance with the Village’s Comprehensive Plan and in the best interests of the public health, safety and welfare of the Village’s residents.
NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Homer Glen, Will County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. Incorporation of Recitals. That the recitals and findings set forth above and in the recommendation of the Plan Commission, attached hereto as Exhibit “B” are incorporated herein by reference the same as if they were fully set forth herein verbatim and they are adopted as the findings of the Board of Trustees of the Village of Homer Glen.

Section 2. Variance. The Village hereby grants a Variance to reduce the required side yard setback for the proposed attached townhomes in the R-6A Attached Single-family Residential District from twenty (20) feet to sixteen (16) feet [Attachment 1, Table 1B (Site and Structure Bulk Requirements for Residential Districts) of Chapter 220 (Zoning) of the Code of the Village of Homer Glen] at 14611, 14617 and 14623 S. Clover Lane, Homer Glen, Illinois.

Section 3. Severability. The various portions of this Ordinance are hereby expressly declared to be severable, and the invalidity of any such portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

Section 4. Repealer. All Ordinances or portions of Ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval.

Section 6. Notice to Applicant. That the Village Clerk is further directed to forward a copy of this Ordinance to the applicant as notification of the passage and approval of this Ordinance.
Adopted this 11th day of October, 2017 pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caprio</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neitzke-Troike</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rodgers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yukich (Village President)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED** by the Village President on October 11, 2017.

George Yukich  
Village President

ATTEST:  

Ann Holtz  
Village Clerk
Legal Description – “Exhibit A”

Lot 1 in Amberfield Townhomes Subdivision, being a Planned Unit Development in the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 11, Township 36 North, Range 11 East of the Third Principal Meridian, according to the Plat thereof recorded, December 08, 2004, as Document No. R2004-221101 in Will County, Illinois.

P.I.N. 16-05-11-108-003
Findings of Fact – “Exhibit B”

Standards for Variances

Section 220-1207C(1-3) of the Code of the Village of Homer Glen lists the standards by which the Plan Commission shall make the findings of fact. The following are the categories with staff’s recommended findings in bold italics:

1. The Plan Commission shall not vary the provisions of this Ordinance as authorized unless it has made findings based upon the evidence presented to it in the following cases:

   (a) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone. **The property could not yield a reasonable return if permitted to be built with the regular side yard setback of twenty (20) feet.**

   (b) That the plight of the owner is due to unique circumstances. **The plight of the applicant is due to the circumstance that the lot is irregularly shaped.**

   (c) That the variance, if granted, will not alter the essential character of the locality. **The variance, which would allow construction of the proposed attached townhomes, will not alter the essential character of the subdivision because there are similar-sized townhomes in the Amberfield Subdivision.**

2. A variance shall be recommended to the Village Board only if the evidence, in the judgment of the Plan Commission, sustains each of the three conditions enumerated in Subsection C(1).

3. For the purpose of supplementing the above standards, the Plan Commission, in making its determination, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

   (a) That the particular surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out. **The particular surroundings, shape, or topographical conditions of the specific property involved will bring a particular hardship upon the applicant, as distinguished from a mere inconvenience,**
if the strict letter of the regulations was carried out because the lot is irregularly shaped.

(b) That the conditions upon which the petition for variance is based would not be applicable, generally, to other property within the same zoning classification.

The conditions upon which the petition for variance is based would not be applicable, generally, to other property within the same zoning classification because of the lot configuration.

(c) That the purpose of the variance is not exclusively based upon a desire to make more money out of the property.

The purpose of the variance is not exclusively based upon a desire to make more money out of the property.

(d) That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.

The alleged difficulty or hardship has not been created by the person having an interest in the property.

(e) That the granting of the variance will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located.

The granting of the variance will not be detrimental to the public welfare or unduly injurious to other property or improvements in the neighborhood in which the property is located.

(f) That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with the exterior architectural appeal and functional plan of the structures already constructed, or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

The exterior architectural appeal and functional plan of any proposed structure will not be so at variance with the exterior architectural appeal and functional plan of the structures already constructed as to cause a substantial depreciation in the property values within the neighborhood.

(g) That the proposed variance will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety or substantially diminish or impair property values within the neighborhood.
The proposed variance will not impair an adequate supply of air to adjacent property, substantially increase the danger of fire, otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.2

Village Board Meeting Date: October 11, 2017

Committee Meeting Date: October 4, 2017 – A&F

Item Title: Consider for Approval the Mayor’s Appointment of Sue Steilen to the Parade and Festival Committee.

Motion for Consideration: Is there a motion to approve the Mayor’s appointment of Sue Steilen to the Parade and Festival Committee?

Committee Recommendation: The Administration and Finance Committee unanimously approved the above motion.

Staff Contact: Assistant Village Manager Kokodynsky.

Background Information: Sue Steilen serves as the Village’s staff liaison to the Parade and Festival Committee. Recently, Ann Holtz resigned from the Committee which leaves a vacancy. The Parade and Festival Committee and the Mayor recommend that Sue Steilen is appointed as member of the Committee. If appointed, Sue would still serve as the staff liaison.
AGENDA SUPPLEMENT SHEET

Agenda Item Number:       H.3
Village Board Meeting Date:      October 11, 2017
Committee Meeting Date:    October 4, 2017- A&F
Item Title:  Consider for Approval
Resolution No. 17-007, a Resolution Establishing Nationwide as the Plan Provider for the Village’s 457 Deferred Compensation Program.

Committee Recommendation: The Administration and Finance Committee unanimously approved the above motion.

Staff Contact: Finance Director Sawyers

Staff Recommendation: Staff recommends changing from current plan ILCMA-RC to Nationwide. Anticipated time line to complete new plan documents and transferring employee account balances is January 1, 2018.

Background Information: The Village has been with ILCMA-RC for over ten years. All employees (full-time, part-time, seasonal and elected officials) are eligible to participate in both the tax-deferred and Roth plans. The 457 plan rules and regulations are governed by the IRS. The plan provider (ILCMA-RC) files necessary documents to keep the plan in compliance. There is no cost to the Village of Homer Glen for the plan. All costs for the plan are paid by the employee through administrative and trading fees assessed on their account balances.

Recent account services with ILCMA-RC have been very poor. Consequently, the Village Manager and I have met with two other plan providers (Nationwide and Retirement Plan Advisors / RPA). Attached is a schedule which shows return of investment (ROI) and fee
comparisons for the three plan providers. In all periods, except the ten-year period, Nationwide ROI had better performance than the other two plans. The comparison was based on age-based mutual funds, which assume retirement in 2025 and also 2040. For those not interested in the stock market, Nationwide also had the highest interest rates.

**Budget Implications:** None. All costs paid by participants.
# Return of Investment and Fee Comparisons (As of 3/31/2017)

**Best ROI of the Grouping**

<table>
<thead>
<tr>
<th>Nationwide (Net of .64% Fee)</th>
<th>Nationwide (Net of .64% Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Nationwide 2025</strong></td>
<td><strong>Nationwide 2040</strong></td>
</tr>
<tr>
<td>1 yr</td>
<td>1 yr</td>
</tr>
<tr>
<td>11.79%</td>
<td>14.52%</td>
</tr>
<tr>
<td>3 yr</td>
<td>3 yr</td>
</tr>
<tr>
<td>4.40%</td>
<td>5.19%</td>
</tr>
<tr>
<td>5 yr</td>
<td>5 yr</td>
</tr>
<tr>
<td>7.45%</td>
<td>8.99%</td>
</tr>
<tr>
<td>10 yr</td>
<td>10 yr</td>
</tr>
<tr>
<td>4.55%</td>
<td>4.74%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RPA (Net of 1.43% Fee)</th>
<th>RPA (Net of 1.43% Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vanguard 2025</strong></td>
<td><strong>Vanguard 2040</strong></td>
</tr>
<tr>
<td>1 yr</td>
<td>1 yr</td>
</tr>
<tr>
<td>10.71%</td>
<td>14.32%</td>
</tr>
<tr>
<td>3 yr</td>
<td>3 yr</td>
</tr>
<tr>
<td>5.48%</td>
<td>6.14%</td>
</tr>
<tr>
<td>5 yr</td>
<td>5 yr</td>
</tr>
<tr>
<td>7.94%</td>
<td>9.43%</td>
</tr>
<tr>
<td>10 yr</td>
<td>10 yr</td>
</tr>
<tr>
<td>5.28%</td>
<td>5.69%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Std Fee</th>
<th>Std Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>-0.78%</td>
<td>-0.78%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RPA Fee</th>
<th>RPA Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>-0.65%</td>
<td>-0.65%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Net Annual Return</th>
<th>Net Annual Return</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.28%</td>
<td>12.89%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ILCMA-RC (Net of 1.34% Fee)</th>
<th>ILCMA-RC (Net of 1.34% Fee)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>VT Vantagepoint 2025</strong></td>
<td><strong>VT Vantagepoint 2040</strong></td>
</tr>
<tr>
<td>1 yr</td>
<td>1 yr</td>
</tr>
<tr>
<td>9.99%</td>
<td>13.42%</td>
</tr>
<tr>
<td>3 yr</td>
<td>3 yr</td>
</tr>
<tr>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>5 yr</td>
<td>5 yr</td>
</tr>
<tr>
<td>6.57%</td>
<td>8.39%</td>
</tr>
<tr>
<td>10 yr</td>
<td>10 yr</td>
</tr>
<tr>
<td>4.16%</td>
<td>4.84%</td>
</tr>
</tbody>
</table>

## Fixed Account (Money Market Account) Rates:

<table>
<thead>
<tr>
<th>Nationwide</th>
<th>ILCMA-RC</th>
<th>RPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.00%</td>
<td>1.25%</td>
<td>0.90%</td>
</tr>
</tbody>
</table>

## Administrative and Trading Expense

<table>
<thead>
<tr>
<th>Nationwide</th>
<th>ILCMA-RC</th>
<th>RPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.64%</td>
<td>1.34%</td>
<td>1.43%</td>
</tr>
</tbody>
</table>
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

RESOLUTION
NUMBER 17-007

A RESOLUTION ESTABLISHING NATIONWIDE
AS THE PLAN PROVIDER FOR THE
VILLAGE OF HOMER GLEN’S
457 DEFERRED COMPENSATION PROGRAM

GEORGE YUKICH, Village President
ANN HOLTZ, Village Clerk

BRIAN BURIAN
CARLO CAPRIO
KEITH GRAY
CHRISTINA NEITZKE – TROIKE
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Homer Glen on 10/11/2017
RESOLUTION 17-007

A RESOLUTION ESTABLISHING NATIONWIDE AS THE PLAN PROVIDER FOR THE VILLAGE OF HOMER GLEN’S 457 DEFERRED COMPENSATION PROGRAM

WHEREAS, the Village of Homer Glen has considered the establishment of a Deferred Compensation Plan to be made available to all eligible staff members and elected officials pursuant to Section 457 of the Internal Revenue Code permitting such plans; and

WHEREAS, certain tax benefits could accrue to staff members and elected officials participating in said Deferred Compensation Plans; and

WHEREAS, such benefits will act as incentives to staff members to voluntarily set aside and invest portions of their current income to meet their future financial requirements and supplement their retirement and Social Security (if applicable); and

WHEREAS, the Village of Homer Glen has established a master Deferred Compensation program for its staff members to enjoy the advantages of this program; and

WHEREAS, by adoption of the Nationwide Program, all regulatory, operational and administrative responsibilities are hereby assumed by Nationwide on behalf of the Village of Homer Glen; and

WHEREAS, Nationwide as Plan Administrator, agrees to hold harmless and indemnify the Village of Homer Glen, its appointed and elected officers and participating staff members from any loss resulting from the Village or its Agent’s failure to perform its duties and services pursuant to the Nationwide program.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND VILLAGE BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY, ILLINOIS, THAT:

Section 1: Recitals – The foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

Section 2: Adoption of Nationwide Deferred Compensation Program - The Village of Homer Glen hereby adopts the Nationwide Deferred Compensation Program and hereby established the Village of Homer Glen’s 457 Deferred Compensation Plan for the voluntary participation of all eligible staff members and elected officials.
Section 3: The Village Manager and Finance Director are hereby authorized to execute for the Village of Homer Glen, individual participation agreements with each said staff member requesting same, and to act as “Administrator” of the Plan representing the Village of Homer Glen, and to execute such agreements and contracts as are necessary to implement the program.

Section 4: Effective Date - This resolution shall be in full force and effect from and after its passage and approval.

Adopted this 11 day of October pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caprio</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neitzke-Troike</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rodgers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yukich (Village President)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**APPROVED** by the Village President on October 11, 2017.

______________________________
George Yukich
Village President

ATTEST:

______________________________
Ann Holtz
Village Clerk
AGENDA SUPPLEMENT SHEET

Agenda Item Number: H.4

Village Board Meeting Date: October 11, 2017

Committee Meeting Date: October 4, 2017 – A&F
September 6, 2017 – A&F

Item Title: Consider for Approval Ordinance No. 17-062, an Ordinance Adopting the Village’s Personnel Policy Statement.

Motion for Consideration: Is there a motion to approve Ordinance No. 17-062, an Ordinance Adopting the Personnel Policy Statement for the Village of Homer Glen?

Committee Recommendation: The Administration and Finance Committee unanimously approved the above motion.

Staff Contact: Assistant Village Manager Kokodynsky and Finance Director Sawyers.

Background Information: Periodically, the Village’s Personnel Policy Statement needs to be updated to include current administrative protocols and procedures, governing laws and available benefits. Attached is the track change version of the Village’s Personnel Policy Statement.

The proposed amendments to the Personnel Policy Statement are provided below:

Policies and Procedures:
- Providing general information regarding a staff member’s hours of work, the Village’s established work week and overtime.
- Allowing for compensatory time off for non-exempt staff members in lieu of overtime.
- Adding a no smoking policy in compliance with the Smoke Free Illinois Act.
- Adding a weapons free workplace policy in accordance with the Concealed Carry Act.
• Providing information on progressive disciplinary action.
• Amending the dress code policy to reflect current practices.

Benefits:
• Removing the name of the Village’s deferred compensation program provider since this may be subject to change.
• Adding a Flex Spending Account Plan. Under this voluntary plan, participants can have deductions made from their paychecks on a pre-tax basis to pay for qualified medical expenses. Certain restrictions govern how these funds can be utilized. All of the cost to the Village for participation in this plan would be offset by savings from the reduction in FICA and Medicare payroll taxes.
• Revising eligibility for the Village’s health insurance to include paid part-time employees (including seasonal workers and elected officials) who would be required to pay 100% of the premium.
• Adding an Alternate Insurance Incentive Program for full-time staff members and prospective new employees (not eligible for coverage under their parent’s health care plan). Under this program, the Village would pay a monthly opt-out benefit of $287 to participating full-time staff members. The program serves as an incentive to full-time staff members to join a spouse’s insurance coverage to save the Village insurance expense. The prospective new employee monthly cost savings to the Village, based on current year PPO-single coverage (see attached) at 50% net the employer expense is $287 per participating staff member. As health insurance premiums increase over time, the opt-out Village savings would also increase.
## VILLAGE OF HOMER GLEN
Health and Dental Insurance Costs
Premium Year (7/1/17 - 6/30/18)

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Health Insurance</th>
<th>Dental Insurance</th>
<th>Health &amp; Dental (Combined)</th>
<th>Net Employer Expense</th>
<th>(Per Month)</th>
<th>(Per Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPO-Family</td>
<td>$2,108.96</td>
<td>$112.68</td>
<td>$2,221.64</td>
<td>$1,777.31</td>
<td>$26,659.68</td>
<td>$5,331.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$21,327.74</td>
</tr>
<tr>
<td>PPO-Single &amp; Spouse</td>
<td>$1,496.67</td>
<td>$75.13</td>
<td>$1,571.80</td>
<td>$1,257.44</td>
<td>$18,861.60</td>
<td>$3,772.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$15,089.28</td>
</tr>
<tr>
<td>PPO-Single</td>
<td>$680.30</td>
<td>$37.55</td>
<td>$717.85</td>
<td>$574.28</td>
<td>$8,614.20</td>
<td>$1,722.84</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$6,891.36</td>
</tr>
</tbody>
</table>

H:\Accounting\Insurance\IPBC SWAHM\2017-2018\2017 - 2018 Premium Reconciliation
THE VILLAGE OF HOMER GLEN
WILL COUNTY, ILLINOIS

ORDINANCE
NUMBER 17-062

AN ORDINANCE ADOPTING THE PERSONNEL POLICY STATEMENT FOR THE VILLAGE OF HOMER GLEN

GEORGE YUKICH, Village President
ANN HOLTZ, Village Clerk

BRIAN BURIAN
CARLO CAPRIO
KEITH GRAY
CHRISTINA NEITZKE – TROIKE
BETH RODGERS
SHARON SWEAS

Trustees

Published in pamphlet form by authority of the President and Village Clerk of the Village of Homer Glen on 10/11/2017
AN ORDINANCE ADOPTING THE PERSONNEL POLICY STATEMENT FOR
THE VILLAGE OF HOMER GLEN

WHEREAS, the Village of Homer Glen, Will County, Illinois (the “Village”) is a
home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of
the State of Illinois, and as such may exercise any power and perform any function
pertaining to its government and affairs (the “Home Rule Powers”); and

WHEREAS, since the incorporation of the Village, the Village has continued to
grow, develop and expand the services which it provides to its residents and, as a
result, the size of the Village’s staff has increased and, with continued growth, will need
to continue to increase, in order that the staff can appropriately carry out the functions
of the Village; and

WHEREAS, the Village previously adopted a Personnel Policy Statement to
memorialize the Village’s expectations with respect to its staff members and the
working conditions at the Village, as well as information relating to benefits available
to staff members and other Village policies relating to or affecting the employment of
Village staff members; and

WHEREAS, the corporate authorities of the Village of Homer Glen have
determined that certain sections of the previously adopted Personnel Policy Statement
shall be revised and incorporated into a new Personnel Policy Statement.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND VILLAGE
BOARD OF TRUSTEES OF THE VILLAGE OF HOMER GLEN, WILL COUNTY,
ILLINOIS, THAT:

Section 1. Recitals. The foregoing recitals are hereby incorporated into this
Ordinance as if fully set forth herein.

Section 2. Adoption of the Personnel Policy Statement. The Village of
Homer Glen hereby adopts the Personnel Policy Statement attached hereto. The
Personnel Policy Statement is not and shall not be construed to constitute an
employment contract of any kind, nor is the language intended to imply that a contract
exists. Likewise, the Personnel Policy Statement does not create any rights with
respect to such employment. The Personnel Policy Statement may be amended, altered
or revoked by the Village Board at any time without notice to any employee.

Section 3. Severability. The various portions of this Ordinance are hereby
declared to be severable. If any section, paragraph, clause or provision of this
Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other
provisions of this Ordinance.

Section 4. Repealer. All other Ordinances or parts of other Ordinances previously passed or adopted by the Village of Homer Glen that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Adopted this 11 day of October, 2017 pursuant to a roll call vote as follows:

<table>
<thead>
<tr>
<th></th>
<th>Section 1: YES</th>
<th>NO</th>
<th>ABSENT</th>
<th>PRESENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Caprio</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gray</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Neitzke-Troike</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rodgers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweas</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yukich (Village President)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

APPROVED by the Village President on October 11, 2017.

______________________________
George Yukich
Village President

ATTEST:

______________________________
Ann Holtz
Village Clerk
Village of Homer Glen
Personnel Policy Statement

INTRODUCTION

Policy Statement

This Personnel Policy Statement is designed to acquaint you with the Village of Homer Glen (hereinafter referred to as the Village) and provide you with information about working conditions and some of the policies affecting your employment. It describes many of your responsibilities as a staff member and outlines the programs developed to benefit staff members.

This Personnel Policy Statement does not constitute an employment contract of any kind, nor is the language intended to imply that a contract exists. Employment with the Village is strictly at will and this Personnel Policy Statement does not constitute a promise of continued employment for any time period or length of time. The staff member is free to leave his or her employment at any time for any reason. Similarly, the employment relationship with any staff member may be terminated by the Village at any time for any reason, when the Village deems it is appropriate to do so, with or without cause and without a hearing. Except as otherwise approved by the Village Board, any oral or written representations by any staff member or official of the Village, inconsistent with the provisions set forth herein, are null and void.

The provisions of this Personnel Policy Statement may be amended, altered, revoked, modified or cancelled without advance notice at any time at the Village’s sole discretion. Staff members will be notified of changes to the Personnel Policy Statement as such changes occur.

PRE-EMPLOYMENT

Background Investigations

Potential new Village staff members will be required to submit to a background check. This check will be done during the pre-employment interview/selection process. The background data will be evaluated in order to determine the applicant’s suitability to perform the duties and responsibilities of the specific position for which he/she has applied.

Physical Examinations
Following an offer of employment, all applicants considered for employment will be required to take a pre-employment physical examination by a licensed physician, designated by the Village. The applicant must authorize the examining physician to furnish the Village with medical information and records from the exam. The purpose of this examination is to verify the applicant is physically able to perform the requirements of the position for which he/she was hired. The Village has the right to perform a drug screen on all persons considered for employment.

Arrangements for a physical examination are made by the Village Manager or his/her designee. Employment is contingent upon successful completion of the examination. Cost of the physical exam and drug screen is borne by the Village.

**EMPLOYMENT**

**Staff Member Conduct**

To ensure orderly operations and provide the best possible work environment, the Village expects staff members to adhere to the policies set forth in this Personnel Policy Statement and follow rules of conduct that will protect the interests and safety of all staff members and the Village.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, to be determined and imposed in the sole discretion of the Village, and which may include termination of employment:

- Theft or inappropriate removal or possession of Village property no matter how small;
- Working under the influence of alcohol or illegal drugs;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Excessive absenteeism or any absence without notice;
- Unsatisfactory performance or conduct;
- Operation of a Village vehicle while under the influence of alcohol or drugs.

**Introductory Evaluation Period**

The evaluation period for introductory Village staff members is for a period of six (6) months, unless otherwise stated. During this time, the introductory staff member’s overall performance and suitability of placement will be reviewed. At the end of the evaluation period, the introductory staff member will receive a written performance evaluation. The Village Manager must receive a satisfactory review of the introductory staff member by the department head or supervisor, in order to assure the introductory
staff member’s continued employment. The new staff member’s evaluation period may be extended for three (3) or six (6) months beyond the initial evaluation period by recommendation of the department head and approval by the Village Manager.

A staff member’s successful completion of the introductory evaluation period does not guarantee his/her employment for any period of time thereafter; all staff members are employed at will.

When a staff member is transferred, or is promoted from a position in one department to a position in another department, or from one position to another within the same department, the first three (3) or six (6) months in the new position, depending upon the requirement as listed herein, shall be considered as a probationary evaluation period. This is also the time when the staff member and supervisor are encouraged to regularly discuss how the transfer or promotion is working out and to try to identify and solve any problems that may arise.

**Equal Employment Opportunity/Non-Discrimination Policy**

It is the policy of the Village to provide equal opportunities for employment and advancement for all individuals regardless of race, religion, political beliefs, color, sex, sexual orientation, gender, national origin, ancestry, marital status, military status, age, or disability.

Every effort is made to ensure that decisions relating to hiring, promotion, discharge, discipline, or other privileges and conditions of employment are made based on job-related factors and that any such decisions between the Village and its staff members are free from unlawful discrimination and harassment.

If you feel that you are being harassed or discriminated against, contact your supervisor or the Village Manager. The Village’s Anti-Harassment Policy is attached in the Appendix as “Addendum A” and incorporated herein by reference.

**Sexual Harassment**

The Village is committed to providing a workplace that is free from sexual harassment and other offensive or degrading remarks or conduct. The Village maintains a strict policy prohibiting such unlawful harassment, including sexual harassment. Refer to “Addendum A” for the Village’s Anti-Harassment Policy.

**Drug Free Workplace**

The Village is committed to maintaining an alcohol free and drug-free workplace. Refer to “Addendum B” for the Village’s Drug Free Workplace Policy.
Weapons Free Workplace

The Village is committed to maintaining a workplace safe and free of violence. Refer to “Addendum I” for the Village’s Weapons Free Workplace Policy.

No Smoking Policy

In compliance with the Smoke Free Illinois Act, no smoking is permitted in Village facilities, including Village vehicles, or within fifteen (15) feet of an entrance, exit, windows that open, ventilation intake, or areas that staff members leave or pass through during employment. Violators of the policy/act may be reported to the Will County Sheriff’s Department. Staff members who violate the policy/act may be subject to discipline up to and including dismissal.

Ethics

All staff members of the Village are expected to know, understand and comply with their obligations created under the State Officials and Employees Ethics Act and those obligations created by Village Ordinance Numbered 04-032, as amended from time to time. The Village has and will continue to offer training to all staff members with respect to such obligations. The Village will provide you with a copy of the foregoing legislation upon request.

Conflict of Interest

All staff members of the Village must avoid any activity which is or creates a conflict of interest between their private interests and the interests of the Village. No staff member shall engage in or have any financial or proprietary interest in any business which provides goods or services to the Village, or have any financial interest in any business or engage in any other activity which creates a conflict of interest or which could reasonably lead to a conflict of interest. Staff members shall also be required to disclose in writing to the Village Manager whether any member of their immediate family, including a staff member’s spouse, parent(s), children or siblings, have any financial or proprietary interest in any business which provides goods or services to the Village.

Attendance and Punctuality

To maintain a safe and productive work environment, the Village expects staff members to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other staff members and on the Village. All absences and their causes must be reported to the staff member’s immediate supervisor by 8:30 a.m. of
the day of the unplanned absence. It is essential to give your supervisor accurate information as to the cause of absence. Two consecutive days of absence, without notice, will be considered an intent to resign voluntarily.

**Dress Code**

The Village expects all staff members to maintain a professional appearance while at work. Refer to “Addendum G”, the Village’s Dress Code Policy, for basic guidelines of appropriate and acceptable dress, which applies to all Village staff.

**Computers, Internet and E-mail Usage**

Computers, computer files, the E-mail system, software and wireless communication devices furnished to staff members are Village property intended for Village business. Refer to “Addendum H” for the Village’s Wireless Communication Equipment Policy. Staff members should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer, internet and e-mail usage may be monitored.

Internet data that is composed, transmitted, or received via Village communications systems may be considered to be part of the records of the Village and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, staff members should not have an expectation of any right of privacy for personal use with respect to either such data or the communications system.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any staff member or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments, or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law. Staff members shall not use the Village to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-Village business matters.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if a staff member did not create material, does not own the rights to it, or has not received authorization for its use, it should not be put on the Internet. Staff members are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

The Village purchases and licenses the use of various computer software for Village business purposes and does not own the copyright to this software or its related...
documentation. Unless authorized by the software developer, the Village does not have the right to reproduce such software for use on non-Village computers. The Village prohibits the illegal duplication of software and its related documentation.

Whistleblowing Policy

The Whistleblowing Policy is intended to protect any staff member who engages in good faith disclosure of alleged wrongful conduct to a supervisor. This policy is meant to encourage staff members to disclose serious breaches of conduct. Additionally, it informs staff members of how substantiated allegations of wrongful conduct can be disclosed and are subsequently processed. Refer to “Addendum D” for the Village’s Whistleblowing Policy.

Village Property

Any compilations, derivative works, pictorial or graphic works, audiovisual works, displays or other works of authorship created by a staff member during his or her employment and used or related to the business of the Village shall be the exclusive property of the Village and may not be copied, used or transmitted without the express written consent of the Village.

Village Vehicles

Village owned vehicles may only be used by staff members of the Village and for Village business. No vehicle shall be used by the staff member for personal purposes. Any staff member using a Village vehicle will be required to maintain a travel log and record all commuting and mileage. Gasoline purchases are to be made at the Homer Township Road District with the key job provided by the Village. Refer to “Addendum F” for the Village’s Travel Reimbursement Policy.

Staff members using a vehicle shall be responsible for proper care and operation of the vehicle including reporting accidents, malfunctions and the need for repair or service. Regular safety checks must be done by all drivers. Village vehicles shall be driven in accordance with applicable traffic regulations. A valid state driver’s license in good standing will be required to operate Village vehicles.

Operation of a Village vehicle while impaired, due to alcohol consumption or because of the use of drugs (prescribed or otherwise), is prohibited.

No passengers shall be transported in a Village vehicle except when transporting passengers is necessary for conducting official duties.

Any parking fines or traffic violations incurred while operating a Village vehicle shall be the sole responsibility of the driver and all fines or monies shall be paid by the driver. A
moving violation must be reported to the respective department head within 48 hours of the offense.

Confidentiality

Staff members may gain direct or indirect access to information relating to the business of the Village which has not been released for general public dissemination and non-public information relating to residents of the Village. Staff members shall not disclose such information to any third person unless such disclosure is required in the performance of the staff member’s responsibilities and such disclosure is not prohibited by law. Staff members in attendance may not disclose information discussed in executive session to other staff members or to any third person until minutes of the executive session are approved and released by the Village Board.

Outside Employment

The Village reserves the right to prohibit interference from outside employment in the following cases, where the outside employment:

1. Is conducted on Village time;
2. Interferes with working hours or overtime requirements of the staff member’s position;
3. Involves the use of Village facilities, equipment or supplies of any kind;
4. Involves the use of official information not available to the public;
5. Which may reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists;
6. Which reflects adversely upon the staff member or the Village; and
7. Which is in conflict with the staff member’s position with the Village. This shall include work which the staff member would be expected to do as part of his/her normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the staff member in the course of his/her Village employment.

If the staff member suffers an injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any worker’s compensation benefits.

Safety

Each staff member is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow staff members and to conserve Village property and equipment.
**Reporting of Accidents and Injuries**

Staff members who are injured while performing their duties for the Village shall make an immediate report of the injury to their immediate supervisor. Every injury, including those not requiring medical attention, shall be reported in writing to the Village Manager, or his/her designee, within 24 hours of the injury. The Village Manager, or his/her designee, will work with the supervisor and staff member to prepare all insurance forms and reports.

If a staff member is injured and requires immediate medical care, the staff member shall go immediately to their physician, or if none is available, to the physician designated by the Village for treatment. Staff members should inquire with the Village Manager, or his/her designee, regarding the name and location of the physician or office so designated by the Village for treatment. The appropriate Fire District shall be called for ambulance service in case of severe injuries.

After medical attention is received, the staff member shall obtain a certification that the staff member can return to work from the attending physician. If the staff member is released for light duty only, the staff member shall obtain a certification from the attending physician explaining what duties the staff member may perform. Light duty will only be made available if the Village Manager determines, in the exercise of the Village Manager’s sole discretion that light duty work, as described in the certification from the staff member’s physician, is available. Upon request of the Village Manager or designated individual, staff members shall cooperate to provide the Village with all medical information relative to the injury. In addition, the staff member shall be responsible for securing the necessary documentation to support any claim for worker's compensation benefits.

**COMPENSATION**

**Hours of Work**

In general, normal working hours for Village staff member shall be eight o’clock (8:00) A.M. to four thirty o’clock (4:30) p.m., Monday through Friday. The normal work week shall be forty (40) hours, eight (8) hours per day. However, due to the specific responsibilities of various departments, different hours and days of work may be established for certain positions. Each staff member will be notified by the Department Head as to the specific hours of work.

**Work Week**
The work week for non-exempt staff members shall commence on Sunday at one minute after twelve o’clock (12:01) A.M. and end the following Saturday at twelve o’clock (12:00) midnight.

Overtime

A staff member may be requested to work overtime. In accordance with the Fair Labor Standards Act (FLSA), non-exempt staff members are eligible to receive overtime pay at a rate of one and one half (1 ½) times their regular pay for time worked in excess of forty (40) hours per work week. Overtime shall be paid in fifteen (15) minute increments to non-exempt staff members. Exempt staff members are not eligible for overtime.

Compensatory Time Off

A non-exempt staff member may earn and take compensatory time off in lieu of overtime. Compensatory time off is allowed provided all of the following conditions are met.

1. The staff member receives one and one-half (1½) time for all hours over forty (40) worked in a work week.
2. The staff member agrees to compensatory time in lieu of overtime pay prior to incurring such time.
3. The staff member secures his/her supervisor’s approval prior to taking compensatory time off. Compensatory time must be taken in minimum increments of one-quarter (1/4) hour.
4. Staff members may not accumulate more than forty (40) hours of compensatory time at any given time.
5. Following termination, the staff member is paid out any unused compensatory time on the first day of the second month following termination.

Salary and Wage Compensation Policy

Job and staff member evaluations are an ongoing process. The Village’s philosophy about compensation may be best described as indicated below.

- The Village believes that competitive compensation rates are essential in attracting and keeping qualified staff members.
- Compensation is an individual and personal matter. Each staff member is entitled to a thorough explanation of his or her compensation status at planned intervals or at anytime a question arises.
- Compensation increases reflect a staff member’s performance level and his or her positions’ value to the Village organization.
Performance Appraisals

All staff members, except seasonal or temporary staff members, will receive an annual performance and salary review at least once each year. The review shall take place prior to the end of the fiscal year. Notwithstanding the foregoing, the Village shall not be obligated to increase compensation at any time.

BENEFITS

The staff member benefits provided by the Village are intended to be a part of a comprehensive compensation package to supplement the staff member’s annual salary.

Holidays

All full-time staff members and shall observe the following paid holidays:

- New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day,
- Thanksgiving Day, Friday immediately following Thanksgiving Day, Christmas Eve,
- Christmas Day and New Year’s Eve.

In the event that any of the aforementioned holidays fall on a Saturday during any calendar year, such holiday shall be observed on the immediately preceding Friday, and likewise, in the event that any of the aforementioned holidays shall fall on a Sunday during any calendar year, such holiday shall be observed on the immediately following Monday.

Floating Holidays

All full-time staff members are permitted to take three (3) paid floating holidays per calendar year (January 1st - December 31st). A floating holiday may not be added to extend a staff member’s leave days for the purposes of vacation or sick leave. Floating Holidays are not cumulative over the term of employment. Floating Holidays can be taken in no less than one (1) day increments and may not be redeemed for cash. Floating Holidays, as with regularly scheduled holiday days, may not be carried over into the next calendar year.

Staff members hired after January 1st will earn their floating holidays on a pro-rata basis which means that 1/24th of the leave is earned and accrued at the time of each bi-monthly pay period.

<table>
<thead>
<tr>
<th>If staff member hired during:</th>
<th>Staff member will receive:</th>
</tr>
</thead>
<tbody>
<tr>
<td>January, February, March</td>
<td>Three (3) Floating Holidays</td>
</tr>
<tr>
<td>April, May, June</td>
<td>Two (2) Floating Holidays</td>
</tr>
<tr>
<td>July, August, September</td>
<td>One (1) Floating Holiday</td>
</tr>
</tbody>
</table>
Full-time exempt level staff members, as so designated by the Village Manager, will receive one (1) additional Floating Holiday per calendar year, subject to the restrictions stipulated within this sub-section of the personnel policy statement. Staff members qualified for this additional benefit shall routinely attend meetings outside of the normal work day, in addition to the forty hour work week, and be ineligible to collect overtime compensation as required by applicable federal and state law.

Jury Duty Leave

Any full-time staff member who is called for jury duty shall be excused from work for the days served. The staff member shall receive his/her normal rate of pay for each day of jury duty for which he or she would have worked. The staff member shall give his or her Supervisor reasonable notice of the leave for jury service which shall include delivering a copy of the jury duty summons to the Supervisor within ten (10) days of the issuance of the summons to the staff member. During any such leave if the staff member is not actually performing jury duty, the staff member shall return to work for the remainder of the work day. Any payment or compensation received for jury duty shall be remitted to the Village, however, any mileage reimbursement received by the staff member may be retained by the staff member. Time served on jury duty shall not be taken against or otherwise reduce any sick leave or vacation days to which the staff member may be entitled.

Leave

All full-time staff members shall accrue leave days for purposes of vacation, sick leave, and all other forms of leave according to the schedule below, unless otherwise approved in an employment contract by the Village Board.

<table>
<thead>
<tr>
<th>Employment Year</th>
<th>Days of Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 through 4th year</td>
<td>18 days per calendar year</td>
</tr>
<tr>
<td>5th through 9th year</td>
<td>23 days per calendar year</td>
</tr>
<tr>
<td>10th year or greater</td>
<td>28 days per calendar year</td>
</tr>
</tbody>
</table>

Staff members shall accrue leave during the calendar year on a pro-rata basis which means that 1/24th of the leave is earned and accrued at the time of each bi-monthly pay period. The Mayor or Village Manager, with Village Board approval, shall have the authority to establish higher levels of leave at the time of the hiring based upon the staff member’s overall experience and qualifications. Except in cases of sickness or emergency, leave shall be taken only with the advance approval of the department head or the Village Manager. Leave may not be taken in an amount greater than what has been accrued prior to the date of leave. When taking unplanned leave such as for illness, the supervisor should be notified by 8:30 a.m. of the day of the unplanned leave. A maximum of ten days of leave may be carried over in any one year.
Bereavement Leave

All full-time staff members shall be granted up to three (3) paid bereavement days in the event of a death in the immediate family. Immediate family members include the following: Mother, Father, Son, Daughter, Sister, Brother, Grandmother, Grandfather, Grandchild, Father-in-law, Mother-in-law, Wife, Husband, Step-father, step-mother, Step-son or step-daughter, or other relatives or partners at the discretion of the Village Manager.

Family Medical Leave Act (FMLA)

Eligible Village staff members shall be granted a leave of absence in accordance with the Family Medical Leave Act (“FMLA”). “Addendum E” is the Village’s Family Medical Leave Act Policy.

Victim’s Economic Safety and Security Act (VESSA)

Village staff members may take an unpaid leave of absence under the Victim’s Economic Safety and Security Act (VESSA) in order to seek assistance in response to an act or a threat of domestic violence, sexual assault or stalking “Addendum C” is the Village’s VESSA Policy.

Health Insurance

The Village offers health coverage to all staff members. Full-time paid employees are required to pay twenty (20%) percent of the premium. Part-time paid employees (including seasonal workers and elected officials) are required to pay one hundred (100%) percent of the premium. Co-pays and deductibles are required as determined from time to time by action of Mayor and Village Board. The specifics of the health insurance plan are available and described in a summary plan description provided by the health insurance plan. The above information is provided for information purposes only. In the event of a conflict between the summary plan description and this personnel policy statement, the summary plan description controls. The Village reserves the right to amend, change or discontinue providing this benefit without advance notice.

Alternate Insurance Incentive Program

In lieu of enrolling in the Village’s health insurance plan, all full-time staff members (not eligible for coverage under his/her parent’s health insurance plan) may participate in the Village’s optional insurance incentive program. Full-time staff members who provide proof of alternate insurance are eligible to receive a monthly incentive in lieu of

Page 12 of 16
participating in the Village’s health plan. The monetary incentive, of fifty (50%) percent of the single PPO coverage the staff member receives for enrolling in this program, will be prorated based on the month the staff member enrolls and is subject to change.

Section 125 Flexible Spending Accounts

All employees may participate in the voluntary Flexible Spending Account Program in which pre-tax dollars (through payroll withholdings) are utilized to pay for the employee’s share of health care and dependent care expenses incurred during the year. These withholdings are exempt from Federal, State, and Social Security taxes, thereby reducing the employee’s taxable income. This benefit is established and governed by provisions of Section 125 (also known as a flexible spending account) of the tax code.

Retirement

The Village participates in the Illinois Municipal Retirement Fund (IMRF). All full-time staff members and part-time staff members, who are regularly scheduled to work more than 1,000 hours annually, are members of the IMRF. The Village provides funds for the employer obligation and the staff member must contribute a portion of salary as determined by the statutes of the State of Illinois from time to time. Upon termination, any staff member covered by the Village of Homer Glen’s IMRF pension plan with earned leave time, shall be paid to the person on the first day of the second month after termination. The Village also participates in a deferred compensation program. No Village funds are contributed to the deferred compensation program, unless approved by the Village Board in an employment contract. The specifics of the IMRF retirement plan and the Village’s deferred compensation program are available and described in materials prepared by the Illinois Municipal Retirement Fund and the Village’s deferred compensation vendor, respectively. The above information is provided for information purposes only. In the event of a conflict between the materials prepared by IMRF and the Village’s deferred compensation program, the materials prepared by IMRF and/or the Village’s deferred compensation vendor control.

DISCIPLINE OR DISMISSAL

Discipline or Dismissal

Staff members may be subject to disciplinary action, including dismissal, when it is determined by the Village or its designee in the exercise of its sole discretion to be warranted, for failing to fulfill their duties and responsibilities, poor job performance, violating the provisions of this personnel policy statement or other Village rules, regulations or policies, violations of the law, dishonesty, theft or misuse of Village property, misstatement or misrepresentation of previous employment, qualifications, educational achievements or other material matters on any resume or application for
employment with the Village, and/or insubordination. This description of the types of conduct which may result in discipline, including dismissal, is non-exclusive and non-exhaustive and staff members may also be subject to disciplinary action for conduct which the Village or its designee determines, in the exercise of its sole discretion, warrants discipline. The nature of the discipline imposed shall be determined by the Village or its designee in the exercise of its sole discretion.

Types of Disciplinary Actions

The continued employment of each staff member shall be contingent upon adherence to acceptable norms of conduct, satisfactory job performance, and compliance with the rules and regulations of the Personnel Policy Statement or any other organizational rules and regulations.

The steps listed below will guide disciplinary actions in most cases. They are progressive in nature, applying an increasingly severe penalty each time the staff member is disciplined. This procedure does not preclude the Village from bypassing steps when disciplining a staff member. The nature, extent and seriousness of the offense will determine the appropriate disciplinary action. Discipline will be imposed on a “case-by-case basis.”

Whenever a disciplinary action is to be taken against a staff member, the staff member shall be advised by the supervisor of the violations and the discipline that will be administered. An opportunity will be granted for the staff member to discuss the discipline and respond to the circumstances. In the case of a suspension or dismissal, the staff member shall be advised in writing. Other disciplinary action may be taken as deemed appropriate.

Counseling - Violations of the Village’s Personnel Policy Statement, other Village and departmental rules and regulations, and directives of supervisors, shall be brought to the attention of the staff member, indicating the corrective steps to be taken to prevent recurring violations.

Oral Reprimand - Unless the severity of the action requires a stronger or more direct response, the second course of disciplinary action is an oral reprimand given by the supervisor. A note of such reprimand may be made and placed in the staff member’s personnel file. If no further action is taken on this matter which resulted in an oral reprimand, all written records of such reprimand may be removed and destroyed after twelve (12) months have elapsed.

Written Reprimand – Unless the severity of the action requires a stronger or more direct response, the third step in the disciplinary procedure is a written letter of warning issued to the staff member by the supervisor. This letter will include a description of the incident for which the warning is issued, an outline
of the circumstances surrounding the incident and a statement regarding the resolution of the incident, and may be placed in the staff member’s personnel file. This written letter of warning shall remain a part of the staff member’s personnel file.

Suspension: Unless the severity of the action requires a stronger or more direct response, a suspension, or temporary separation from the Village without pay, is the fourth course of disciplinary action. A staff member may be suspended by the Village when the offense or infraction is not serious enough to merit dismissal. When a suspension is enacted, the Village Manager will provide a letter of documentation, and a copy of this letter will be placed in the staff member’s file. A suspension will not apply to discipline for performance or attendance issues.

Dismissal: Dismissal is the final course of disciplinary action. The Village Manager may dismiss a staff member whenever such action is deemed appropriate.
The Village of Homer Glen, Will County, Illinois

Personnel Policy Statement Receipt

The undersigned acknowledges that he/she has received a copy of the Village’s Personnel Policy Statement. I understand that I am responsible for reading the contents, and to the extent consistent with the law, I agree to abide by the policies and procedures contained herein. I also understand that this Personnel Policy Statement is not a contract of employment and that the policies, practices and benefits described herein are subject to amendment, alteration, revocation, modification or cancellation at the Village’s sole discretion, as to active and retired employees, without any notice. I also acknowledge that I am an at-will staff member and can be terminated for any reason at any time with or without cause, and without a hearing so long as there is no violation of applicable federal or state law. This at-will status will continue despite changes in my compensation and/or position. Furthermore, nothing in this Personnel Policy Statement is intended to constitute an offer, statement, or confirmation of any terms or conditions of employment.

Staff Member’s Signature: ________________________________

Staff Member’s Name (printed): ________________________________

Date: ________________________________
VILLAGE OF HOMER GLEN

Anti-Harassment Policy

Addendum A

PURPOSE AND POLICY: It is the policy of the Village of Homer Glen (hereinafter “the Village”) to maintain a respectful work environment that is free from all forms of harassment, including conduct that creates a hostile, intimidating or offensive work environment. Any staff member’s behavior that constitutes harassment is a violation of this policy which may result in disciplinary action, up to and including dismissal.

- This policy is intended to prohibit any form of unlawful staff member harassment based on race, age, sex, sexual orientation, color, national origin, religious affiliation, physical or mental disability or any other legally protected status. Harassment can be verbal, physical or visual. Examples of harassment include, but are not limited to, unwelcome physical contact, invading one’s physical space, damaging one’s personal property, offensive gestures, stereotyping, possession or display of derogatory pictures or other graphic materials, and any other words or conduct that demean, stigmatize, intimidate or single out a person because of his or her status.
- The Complaint Procedure set forth below applies to all forms of harassment prohibited under this policy.
- No staff member shall be retaliated against for making a good faith complaint of harassment under this policy or for participating in an investigation of alleged harassment.

POLICY AGAINST SEXUAL HARASSMENT: One specific kind of harassing behavior is sexual harassment. Sexual harassment in the workplace is prohibited and will not be tolerated by the Village. A violation of this policy may result in discipline of the offender, up to and including termination of employment.

- Allegations of sexual harassment are serious and can be extremely harmful to the alleged offender. Accordingly, such allegations should only be made in good faith and with the exercise of good judgment. False or irresponsible allegations may subject the complainant to discipline or other adverse employment action by the Village. However, no staff member shall be retaliated against for making a good faith complaint of sexual harassment or for participating in an investigation of alleged harassment.
- Sexual harassment consists of any unwelcome sexual advances, requests for sexual favors or other verbal, non-verbal or physical acts of a sexual or sex-based nature where:
A. submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;
B. an employment decision affecting a staff member is based on that individual’s acceptance or rejection of such conduct;
C. such conduct interferes with an individual’s work performance or creates an intimidating, hostile or offensive working environment.

Sexual harassment can occur between men and women, or between members of the same gender.

**PROHIBITED CONDUCT:** Prohibited acts of sexual harassment can take a variety of forms ranging from subtle pressure for sexual activity or contact to physical contact. At times the offender may be unaware that his or her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:

- persistent or repeated unwelcome flirting, pressure for dates, sexual comments or touching;
- sexually suggestive jokes, gestures or sounds directed toward another or sexually oriented or degrading comments about another;
- preferential treatment of a staff member, or a promise of preferential treatment to a staff member, in exchange for dates or sexual conduct; and
- the open display of sexually oriented pictures, posters, or other material offensive to others.

**COMPLAINT PROCEDURE:** The Village encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. Additionally, in order to ensure effective investigation and fair resolution of the complaint, the following steps should be taken to report a complaint of sexual harassment.

- Initiation of Complaint: Any staff member with a complaint of sexual harassment should report the incident promptly to the Village Manager. The report may initially be made orally or in writing, but all complaints must be reduced to writing before an investigation can be initiated. If the complainant deems it inappropriate to report the alleged harassment to the Village Manager, the complainant may make the report to the Village President or any other supervisory personnel in whom the complainant has trust and confidence. Unless directed otherwise, any supervisor so informed will immediately notify the Village Manager. The Village Manager will be responsible for promptly investigating and resolving the complaint. If appropriate, however, other supervisory personnel of the Village may be given responsibility for the review and resolution of the complaint.
- Investigation of Complaint: Investigation of the complaint will include interviews with the complainant, the alleged offender, and any other person who may have information regarding the alleged harassment. Relevant documents will also be reviewed.
• Resolution of Complaint: After the Village Manager completes his or her investigation, the Village Manager shall present the facts and any recommendations which the Village Manager may have regarding the investigation to the Village Board for its review and determination concerning the merit of the Complaint. If the Village Board determines that the offender engaged in sexual harassment, the offender shall be subject to disciplinary action by the Village. Disciplinary action may include, but is not limited to, termination of employment.

• Records Confidentiality: All complaints will be kept as confidential as possible. Accordingly:
  A. only a person who is identified as an alleged offender or witness will be informed of the complaint and, where necessary, interviewed;
  B. the minimum number of staff members necessary to resolve the complaint shall be involved and made knowledgeable of the complaint, and
  C. documents, if any, alluding to the complaint shall be kept segregated from other personnel records and sealed when the investigation is complete.

• External Procedures: In addition to the procedures and remedies afforded in this policy, a staff member may also contact the Illinois Department of Human Rights (IDHR), 100 West Randolph Street, Chicago, Illinois 60601; (312) 814-6245 and/or the Equal Employment Opportunity Commission (EEOC), 500 West Madison, Suite 2800, Chicago, Illinois 60661; (312) 353-2713. An IDHR charge must be filed within 180 days of the alleged offense. A complaint with the EEOC must be filed within 300 days.

CONFIDENTIALITY: Any information submitted by a staff member shall be kept in confidence and will not be disclosed unless the staff member consents in writing to the disclosure or unless otherwise required by applicable Federal or State law. While on leave, the staff member will be required to periodically report to the Village Manager on his/her status and intention about returning to work.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, or the Village Manager.

Adopted Date: January 12, 2010
Revised Date: October 11, 2017
VILLAGE OF HOMER GLEN

Drug Free Work Place Policy

Addendum B

PURPOSE: The Village of Homer Glen maintains a firm commitment to ensure a safe and healthy drug free work environment for its staff members and to ensure that its staff members perform their duties free from the effects of illegal drug use and alcohol.

DEFINITIONS:
A. “Alcohol Testing” means the analysis of blood alcohol level through the use of a breath analysis instrument.

B. “Controlled Substance” means any drug or other substance, or immediate precursor, included in Schedules I, II, III, IV or V of Section 812 (b) of the Comprehensive Drug Abuse Prevention and Control Act (also known as the Controlled Substances Act), as it now exists or may be hereafter amended from time to time, the sale, possession, distribution or consumption of which is illegal, under the Controlled Substances Act, or a controlled substance as defined by the Illinois Controlled Substances Act or cannabis as defined in the Illinois Cannabis Control Act.

C. “Village” means the Village of Homer Glen, Will County, Illinois.

D. “Village Manager” means the individual holding the position of Village Manager.

E. “Drug Testing” means the analysis of urine and/or blood to detect the presence of illegal drugs.

F. “Staff Member” means any individual employed or appointed by the Village to perform services for the Village for which he/she receives compensation on a full or part-time basis. With respect to an applicant for employment with the Village to whom a conditional offer of employment has been made by the Village the term Staff Member, except as otherwise provided herein, shall include such applicant.

G. “Illegal Drug” means any controlled substance, the use, possession or distribution of which is unlawful under the Controlled Substances Act, other Federal and State law, and any unauthorized prescription drugs not used for their prescribed purpose or in the manner prescribed.

H. “Supervisor” means any Staff Member having supervisory responsibility over other Staff Members.
ALCOHOL:
A. The use, consumption, distribution or possession of alcohol or any alcoholic beverage while at work, on duty, or on the Village’s property, is prohibited and is cause for termination of employment. Staff Members are prohibited from having a blood alcohol concentration of .01 or greater, while at work, on duty, on or using the Village’s property, or otherwise engaged in the performance of their normal and routine job responsibilities.

ILLEGAL DRUGS:
A. The use, manufacture, sale, dispensation, distribution or possession of illegal drugs, the unauthorized use of prescription drugs or the use of prescription drugs for other than a prescribed purpose by a Staff Member is prohibited and is cause for termination of employment. Staff Members are prohibited from being under the influence of illegal drugs while on duty, at work, on or using the Village’s property, or otherwise engaged in the performance of their job responsibilities. The Staff Member will notify the employer of any conviction of any criminal drug statute for a violation of this policy occurring in the workplace no later than (5) days after such conviction.

B. Staff Members using a prescription drug or medication which may affect their ability to perform job related functions must immediately inform their supervisor of such prescription drug use. For the safety of all Staff Members and to ensure that the Staff Member is capable of performing his or her job related functions, the Village Manager will consult with the Staff Member and his or her physician, if acceptable to the Staff Member, to determine if reassignment is necessary. The Village will attempt to make reasonable accommodations to the Staff Member’s needs by making a reassignment. However, in the event the Village cannot make said accommodation or if in the sole determination of the Village Manager, said accommodation would cause an undue hardship on the operation of the Village, the Staff Member may be placed on medical leave of absence.

TESTING:
A. PRE-EMPLOYMENT TESTING:
All applicants for employment with the Village shall, as a condition of any offer of employment from the Village, be required to submit to alcohol and/or drug testing in accordance with the testing procedures set forth in this Drug Free Work Place Policy. Refusal of an Applicant to submit to testing for the presence of illegal drugs or alcohol is cause for revocation of the offer of employment. Any offer made to an Applicant who tests positive for the illegal drugs or alcohol is subject to revocation by the Village.

B. ALCOHOL AND/OR DRUG TESTING MAY BE REQUIRED IN THE FOLLOWING SITUATIONS:
1. Reasonable Cause Testing
   A Staff Member may be required to submit to alcohol and/or drug testing whenever the Staff Member’s supervisor has reasonable cause to believe that the particular circumstances of an occurrence, the actions, the appearance or the conduct of a Staff
Member indicates the use of illegal drugs or alcohol, including but not limited to conduct involving an unsafe practice, reduced productivity, excessive vehicle accidents, high absenteeism or tardiness, injury resulting to the Staff Member, other person, or use of force by the Staff Member. The actions, appearance, and/or conduct of the Staff Member, whenever possible, should be witnessed by another supervisor or Staff member. The supervisor shall document the circumstances, facts, actions, appearance and/or conduct in a report to the Village Manager. The consent of the Village Manager or the Village President must be obtained prior to ordering the Staff Member to be tested. The Village shall cause the Staff Member to be transported immediately to a facility chosen by the Village for alcohol and/or drug testing.

2. **Post-Accident Testing**
Any Staff Member involved in a work related injury to him/her self or any other person while on duty may be required to submit to alcohol and/or drug testing after the incident. In the event the Staff Member is seriously injured and cannot submit to alcohol and/or drug testing, the Staff Member shall provide the Village with the necessary authorization for obtaining the Staff Member’s medical records that would contain information which would indicate the presence or absence of alcohol or illegal drugs at the time of the accident.

3. **Follow-Up Testing**
Staff Members may be required to submit to alcohol and/or drug testing as part of a follow-up to counseling and rehabilitation for a period of up to one (1) year to ensure that the Staff Member is no longer engaging in illegal drug use or alcohol abuse.

4. **Voluntary Testing**
Staff Members may be tested on a voluntary basis.

5. **Random Testing**
Current Staff Members may be required to submit to random unannounced illegal drug testing at the request of the Village Manager. A neutral third party will randomly select Staff Members to be tested and notify the Village Manager. No Staff Member shall be required to submit to more than two random drug tests during any consecutive twelve (12) month period. Random drug testing will not apply to Staff Members covered under a collective bargaining agreement.

**TESTING PROCEDURE:**

A. **AUTHORIZATION:**
Each Staff Member shall complete a “consent and chain of custody form” assuring that procedural requirements have been complied with. The Staff Member must provide photo identification to the authorized collection personnel to positively identify him/her prior to any sample being obtained.
B. DRUG TESTING:

1. Obtaining Urine Samples

The following procedures shall be followed when obtaining a urine sample:
   a. The room where the sample is obtained must be private and secure with
documentation by the authorized collection personnel that the area has been
searched and free of any foreign substance. An observer of the appropriate
sex shall be present for direct observation to ensure the sample is taken from
the Staff Member and that the sample was actually given at the time noted on
the record.
   b. A sufficient amount of sample of approximately 60 ml should be taken in
clean dry containers to allow for an initial test and a confirmation test.
Approximately equal volumes shall be dispensed directly into two identical
containers.
   c. An interview with the Staff Member prior to the test will serve to establish use
of drugs or alcohol currently taken under medical supervision.

2. Processing Urine Samples

The following procedures shall be followed when processing a urine sample:
   a. Donor will be given a chain of custody form.
   b. Only a laboratory certified by SAMHSA or which is otherwise in compliance
with the certification requirements adopted by the Illinois Department of
Public Health will be used for testing.
   c. All specimens will be taken at the collection site and identified by a code
number to ensure confidentiality of the Staff Member-donor.
   d. All specimens must be labeled showing the date obtained and signed by the
Staff Member and an authorized representative of the employer and sealed
prior to being sent via overnight delivery to the laboratory.
   e. The Staff Member-donor shall witness the procedures set forth in paragraphs
c. and d. above.
   f. All specimens shall be analyzed for the following substances: marijuana,
cocaine, amphetamines, opiates, PCP, Benzodiazepines, barbiturates,
propoxyphene, methadone and methaqualone.
   g. An initial or immunoassay screen test will be performed on the sample. In the
event that a question as to the result or a positive result arises from the initial
test, a confirmation test will be performed. An initial test report which is not
negative shall be classified as “confirmation pending” until a confirmation test
is performed. Positive samples will be retained by the testing laboratory in a
secured storage for a minimum of six (6) months. In the event that a sufficient
sample remains after an initial and a confirmation test, the Staff Member may,
at his or her expense, cause an independent laboratory to test the sample.
C. ALCOHOL TESTING:

1. Instruments for Analysis
   a. Any breath alcohol concentration testing instrument to be used must automatically display the test results visually to the employer and provide an automatic printed test record. Each printed recording shall also contain an automatically printed record of the reading of the testing device made immediately prior to the recording of the tested person.
   b. Any breath alcohol concentration testing instruments to be used must be listed in the Conforming Products list of Evidential Breath Measuring Devices prepared by the National Highway Traffic Safety Administration of the U.S. Department of Transportation and of a type approved by the Illinois Department of Public Health for testing of breath for alcohol.

2. Obtaining Breath Analysis
   The following procedures shall be followed for alcohol testing:
   a. Continuous observation of the Staff Member for at least twenty (20) minutes prior to collection of the breath specimen, during which period the subject must not have ingested alcohol, food, drink, regurgitated, vomited or smoked. If the Staff Member vomits during said twenty (20) minute period, the process will be started over and the Staff Member will rinse the oral cavity with water.
   b. Alcohol tests shall consist of only one (1) breath analysis based upon the instrument’s internal operations calculations.
   c. Before a breath analysis, a room-air analysis must be conducted, the results of which must be less than 0.01 reading.
   d. Each test shall be performed according to an operation procedure approved by the Illinois Department of Public Health which shall be based upon the recommended testing procedure given by the manufacturer of the testing instrument.
   e. An instrument must be accurate within 0.01 of the weight of alcohol in the volume of blood, breath or controlled reference sample to be certified. To determine accuracy of instruments, an inspector shall perform two (2) analyses on a certified controlled reference sample at least once a month at intervals not to exceed forty-five (45) days. The inspector shall record test results of his certification in the instrument log book. The original certification test results will be retained by the inspector.
   f. Breath analysis instruments used shall be examined and certified by an inspector:
      1. Prior to being placed in operation.
      2. After being repaired or recalibrated.
   g. The breath testing analysis shall be conducted by a person licensed by the Illinois Department of Public Health to operate breath analysis instruments.
   h. The Staff Member is required to deliver into the breath test instrument a quantity of air sufficient to permit analysis.
3. Urine alcohol concentration testing will be used for testing alcohol only when breath analysis is not available or feasible. The procedures for processing urine samples set forth in the section entitled “Testing Procedures” paragraph 2 shall apply to the processing of urine samples for alcohol testing.

D. TEST RESULTS

The following procedures shall be followed with regard to alcohol and/or drug test results:

1. Test results and related information will be confidential and disseminated only to the Village Manager unless written authorization from the tested Staff Member is obtained to release the information to other persons, or disclosure is required by a court order, or to qualified personnel for research, audit or program evaluation.

2. The Village Manager shall notify the Staff Member of the results of the Staff Member’s alcohol and/or drug test conducted within ten (10) days from receipt of the test results by the Village Manager.

3. Staff Members who have been tested for the presence of alcohol and/or illegal drugs and the results of said tests were negative shall receive a letter stating such. If the Staff Member requests, the letter will become part of his/her personnel file.

E. BLOOD TESTING

Blood tests will be utilized for post-accident testing only.

DISCIPLINARY PROCEDURE:

A. Refusal of a Staff Member to submit to testing for the presence of illegal drugs or alcohol is cause for termination of the Staff Member from employment.

B. Any Staff Member who tests positive for the use of illegal drugs or alcohol is subject to termination from employment.

C. With regard to any Staff Member who voluntarily notifies the Village Manager prior to being requested to submit to alcohol and/or drug testing, that he/she has an illegal drug or alcohol abuse problem, the Village Manager, at its sole discretion, shall assist the Staff Member in locating a program for treatment. The rehabilitation and/or treatment program shall be at the Staff Member’s expense.

D. If treatment necessitates time away from work, the Village shall provide for the Staff Member an unpaid leave of absence period of up to one month for the purpose of participation in an in-patient treatment program, if recommended by an accredited treatment facility. A Staff Member who successfully completes a rehabilitation program
may be reinstated to his/her former employment status, if work for which he/she is qualified exists. Nothing herein shall be construed as a promise of future employment or to require the Village to maintain a position of employment for such Staff Member.

E. Staff Members returning to work after successfully completing the rehabilitation program will be subject to testing without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in paragraph B of this section.

F. Except as provided in paragraph A, B, and C above, failure of a Staff Member to comply with the provisions of this policy shall subject the Staff Member to disciplinary action, including termination of employment.

G. Any probationary Staff Member who tests positive for the use of illegal drugs or alcohol or refuses to submit to drug or alcohol testing may be immediately suspended without pay or dismissed from employment by the Village Manager.

SEVERABILITY:
The invalidity of any paragraph or subparagraph of this Policy shall not impair the validity of any other paragraph or subparagraph. If any provision of this Policy is determined to be unenforceable, such provision shall be deeded severable and this Policy may be enforced with such provision severed or modified by this Court, it being the Village’s intent that the provisions of this Policy are construed so as to ensure a safe and healthy drug-free work environment.

_The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant Village Manager or the Village Manager._

Adopted Date: May 17, 2005
Revised Date:
**Purpose and Policy:** In accordance with the Victims’ Economic Security and Safety Act (“VESSA”), leave is granted to staff members immediately and does not require a minimum length of service.

VESSA leave may be taken to:
1. permanently or temporarily relocate;
2. seek medical or psychological attention;
3. obtain victim services;
4. participate in safety planning or other actions to increase the safety of the victim; and
5. seek legal assistance or remedies to ensure the victim’s safety, including time off for civil or criminal hearings.

Like FMLA, VESSA leave time may be taken intermittently or on a reduced work schedule until the entitlement is exhausted. Both part-time and full-time staff members are eligible to take leave pursuant to this policy. The following definitions are used in this policy:

- **“Qualified Individual”** is an individual who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires.

- **“Domestic or Sexual Violence”** means domestic violence, sexual assault or stalking. Domestic violence includes acts of threats of violence, not including acts of self defense, as defined in subdivision (3) of Section 103 of the Illinois Domestic Violence Act of 1986, 750 ILCS 60/101 et seq., sexual assault, or death to the person, or the person’s family or household member, if the conduct causes the specific person to have such distress or fear.

- **“Employment Benefits”** means all benefits provided or made available to staff members by an employer, including group life insurance, health insurance, disability insurance, annual leave, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through a staff member benefit plan.
• “Family or Household Member” means any person who is related by blood or by present or prior marriage, and any other person who shares a relationship through a son or daughter.

A. “Son or Daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child or a person standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

B. “Sexual Assault” means any conduct proscribed by the Criminal Code, in Sections 12-13, 12-14, 12-14.1, 12-15 and 12-16.

C. “Stalking” means any conduct proscribed by the Criminal Code, in Sections 12-7.3 and 12-7.4.

D. “Victim Services Organization” means a nonprofit, nongovernmental organization that provides assistance to victims of domestic or sexual violence or to advocates for such victims, including a rape crisis center, an organization carrying out a domestic violence program, an organization operating a shelter or providing counseling services, or a legal services organization or other organization providing assistance through the legal process.

NOTIFICATION: The staff member shall provide the Village Manager with at least 48 hours’ advance notice of the staff member’s intention to take leave pursuant to this policy, unless providing such notice is not practicable. If an unscheduled absence occurs, the Village will not take any action against the staff member if the staff member, within a reasonable period after the absence, provides certification.

Certification that the staff member staff or a member of the staff member's household is a victim of sexual or domestic violence and that the leave is being taken for one of the purposes listed above must be provided for any leave taken pursuant to this policy. Certification must be provided as soon as reasonably possible, but in most cases, within 30 days of the request. The staff member can satisfy the certification requirement by providing:

- Documentation from a staff member, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the staff member or the staff member’s family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;
- A police or court record; or
- Other corroborating evidence.
CONFIDENTIALITY: Any information submitted by a staff member shall be kept in confidence and will not be disclosed unless the staff member consents in writing to the disclosure or unless otherwise required by applicable Federal or State law. While on leave, the staff member will be required to periodically report to the Village Manager on his/her status and intention about returning to work.

VILLAGE RESPONSIBILITY: While the staff member is taking leave pursuant to this policy, the Village will maintain all group health plan benefits, as if the staff member had been employed continuously. The staff member must pay his/her portion of the premium during the leave. The Village may recover the premium from the staff member if the staff member fails to return after the period of leave for which the staff member is entitled has expired; or if the staff member fails to return to work for a reason other than (1) the continuation, recurrence, or onset of domestic or sexual violence that entitles the staff member to leave pursuant to this section; or (2) other circumstances beyond the control of the staff member.

This policy does not entitle a staff member to take unpaid leave that exceeds, or is in addition to, unpaid leave time allowed under the Family and Medical Leave Act, 29 U.S.C. §2601 et seq. When the staff member’s need for leave also qualifies as family/medical leave pursuant to the Family and Medical Leave Act, or for short-term or long-term disability, those leaves will run concurrently with leave taken pursuant to this policy. A staff member may elect to substitute accrued paid vacation, sick or personal time for any part of Victims’ Economic Security and Safety leave. Such substitution will not extend the 12-week period.

A staff member who takes leave pursuant to this policy will be restored to his/her position held when the leave began or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Any employment benefit accrued prior to taking leave pursuant to this policy will not be lost. However, while on leave pursuant to this policy, the staff member is not entitled to accrue employment benefits. If the staff member takes leave because of his/her own medical condition, a return to work certification will be required.

The Village will not discriminate against and will attempt to provide reasonable accommodations for staff members who are entitled to protection under the Act, unless such accommodations would create an undue hardship. Reasonable accommodation applies to applicants and staff members and may include adjustment to a job structure, workplace facility or work requirement; a transfer, reassignment, or modified schedule, or leave; a changed telephone number or seating assignment; installation of a lock or other safety procedure in response to an actual or threatened domestic or sexual violence. If a staff member wants to request a reasonable accommodation pursuant to this policy, he/she should contact the Village Manager.
The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant Village Manager or the Village Manager.

Adopted Date: January 10, 2012
Revised Date:
VILLAGE OF HOMER GLEN

Whistleblowing Policy

Addendum D

**PURPOSE:** The Village is committed to the highest standards of openness and accountability. An important aspect of accountability and transparency is a mechanism to enable staff and other members of the Village to voice concerns in a responsible and effective manner. When an individual discovers information which he or she believes shows serious malpractice or wrongdoing within the organization then this information should be disclosed internally without fear of reprisal, and there should be arrangements to enable this to be done. This policy ensures that no members of staff should feel at a disadvantage in raising legitimate concerns.

It should be emphasized that this policy is intended to assist individuals who believe they have discovered malpractice or impropriety. It is not designed to question financial or business decisions taken by the Village, nor should it be used to reconsider any matters which have already been addressed under harassment, complaint, disciplinary or other procedures. Once the “whistle blowing” procedures are in place, it is reasonable to expect staff to use them rather than air their complaints outside the organization.

**POLICY:** This policy is designed to enable staff members of the Village to raise concerns internally and at a high level and to disclose information which the individual believes shows malpractice or impropriety. This policy is intended to cover concerns which are in the public’s interest and may at least initially be investigated separately but might then lead to the invocation of other procedures e.g. disciplinary. These concerns could include:

- financial malpractice or impropriety or fraud
- failure to comply with a legal obligation or Statutes
- dangers to Health & Safety or the environment
- criminal activity
- improper conduct or unethical behavior
- attempts to conceal any of these.

This policy is not intended to prevent or discourage a staff member from disclosing information to a government or law enforcement agency if the staff member has reasonable cause to believe that the information discloses a violation of State or Federal law, rule or regulation.
SAFEGUARDS:
A. PROTECTION:
This policy is designed to offer protection to those staff members of the Village who disclose such concerns provided the disclosure is made:
- in good faith
- in the reasonable belief of the individual making the disclosure that it tends to show malpractice or impropriety.

It is important to note that no protection from internal disciplinary procedures is offered to those who choose not to use the procedure. In an extreme case, malicious or wild allegations could give rise to legal action on the part of the persons complained about.

B. CONFIDENTIALITY:
The Village will treat all such disclosures in a confidential and sensitive manner. The identity of the individual making the allegation may be kept confidential so long as it does not hinder or frustrate any investigation. However, the investigation process may reveal the source of the information and the individual making the disclosure may need to provide a statement as part of the evidence required.

C. ANONYMOUS ALLEGATIONS:
This policy encourages individuals to put their name to any disclosures they make. Concerns expressed anonymously are much less credible, but they may be considered at the discretion of the Village.

In exercising this discretion, the factors to be taken into account will include:
- the seriousness of the issues raised
- the credibility of the concern
- the likelihood of confirming the allegation from attributable sources

D. UNTRUE ALLEGATIONS:
If an individual makes an allegation in good faith, which is not confirmed by subsequent investigation, no action will be taken against that individual. In making a disclosure the individual should exercise due care to ensure the accuracy of the information. If, however, an individual makes malicious allegations, and particularly if he or she persists with making them, disciplinary action may be taken against that individual.

No staff member will be retaliated against for:
1. making a good faith report pursuant to this policy;
2. refusing to participate in an activity that would result in a violation of State or Federal law, rule or regulation;
3. disclosing information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding where the
staff member has reasonable cause to believe that the information discloses a violation of State or Federal law, rule or regulation; and,
4. disclosing information to a government or law enforcement agency where the staff member has reasonable cause to believe that the information discloses a violation of State or Federal law, rule or regulation.

PROCEDURES FOR MAKING DISCLOSURE: On receipt of a complaint of malpractice, the member of staff who receives and takes note of the complaint, must pass this information as soon as is reasonably possible, to the Village Manager who will determine the best course of action based on nature of the allegation.

TIMESCALES: Due to the varied nature of these sorts of complaints, which may involve internal investigators and/or the police, it is not possible to lay down precise timescales for such investigations. The Village Manager will ensure that investigations are undertaken as quickly as possible without affecting the quality and depth of those investigations.

INVESTIGATING PROCEDURE: The following steps will be followed:
• Full details and clarifications of the complaint should be obtained.
• The involvement of the Police will be considered at this stage, in consultation with the Village Manager.
• The allegations will be fully investigated with assistance where appropriate, of other individuals/bodies.
• A judgment concerning the complaint and validity of the complaint will be made in a written report containing the findings of the investigations and reasons for the judgment.
• The report will be passed to the Village Manager who will decide what disciplinary or other appropriate action to take.

If the complainant is not satisfied that their concern is being properly dealt with, they have the right to raise it in confidence with his/her department head, Assistant to the Village Manager or Village Manager.

If the investigation finds the allegations unsubstantiated and all internal procedures have been exhausted, but the complainant is not satisfied with the outcome, the Village recognizes the lawful rights of staff members and ex-staff members to make disclosures to prescribed persons or, where justified, elsewhere.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant to the Village Manager or the Village Manager.

Adopted Date: January 10, 2012
Revised Date:
VILLAGE OF HOMER GLEN

Family Medical Leave Policy (FMLA)

Addendum E

PURPOSE AND POLICY: You are eligible to take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) have worked for the Village for at least 12 months and (2) have worked at least 1,250 hours in the last 12 months. The “12-month period” is a rolling period, measured backward from the date a leave is to be taken.

REASONS FOR LEAVE: If you are eligible, you may take family/medical leave for any of the following reasons:

A. The birth of a staff member's son or daughter and in order to care for such son or daughter;

B. The placement with a staff member of a son or daughter for adoption or foster care;

C. To care for a spouse, son, daughter, or parent (“covered family member”) with a serious health condition;

D. Because of a staff member's own serious health condition which renders you unable to perform the functions of your position; or

E. To care for a spouse, son, daughter, parent (“covered family member”) or an individual for whom you are the nearest blood relative, who is on active duty as a member of the Armed Forces (or has been notified of an impending call or order to active duty), including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in active duty.

Leave because of reasons “A” or “B” must be completed within the 12-month period beginning on the date of birth or placement. In addition, spouses employed by the Village who request leave because of reasons “A” or “B” or to care for an ill parent, may only take a combined aggregate total of 12 weeks leave for such purposes during any 12 month period.
Leave because of reason "E" may take up to 26 work weeks of leave, during a single 12 month period. Spouses employed by the Village who request injured servicemember leave may only take a combined aggregate total of 26 weeks leave for such purpose. Leave to care for an injured or ill servicemember may be taken only once and must be completed, as stated previously, within one 12-month period.

Any FMLA leave taken by a staff member for reasons other than an injured or ill servicemember will reduce the 26 weeks of available leave to care for an injured servicemember. As a result, if a staffmember requests injured servicemember leave, the maximum leave allowed will be up to 26 weeks, less any FMLA leave already used in the same 12-month period for any other reason.

You will not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If you misrepresent facts in order to be granted an FMLA leave, you will be subject to immediate termination.

**NOTICE OF LEAVE:** If your need for family/medical leave is foreseeable, you must give the Village Manager at least 30 days prior written notice. Failure to provide such notice may be grounds for delay of FMLA leave. Where the need for leave is not foreseeable, you are expected to notify the Village Manager as soon as practicable, generally within no more than 2 business days of learning of your need for said leave. The Village has Request for Family/Medical Leave forms available in the Village Manager’s Office. You should use these Village forms when requesting FMLA leave.

**MEDICAL CERTIFICATION:** If you are requesting FMLA leave because of your own or a covered family member’s serious medical condition, you and the relevant health care provider must supply appropriate medical certification.

A. You may obtain a Physician or Health Care Provider Certification for Family and Medical Leave form from the Village Manager’s Office. The medical certification must be given to the Manager within 15 calendar days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of FMLA leave.

B. It is the staff member’s responsibility, not the health care provider’s, to ensure that the Village Manager receives the fully completed medical certification by the deadline so stated herein.

C. If the Village Manager does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the
certification does not confirm an FMLA-qualifying condition, the staff member's absences will be treated according to the Village's attendance policies.

D. The Village, at its expense, may require an examination by a second health care provider designated by the Village. If the second health care provider’s opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

E. The Village may also require medical recertification periodically during the FMLA leave, and staff members may be required to present a fitness-for-duty verification upon their return to work following a leave for the staff member's own illness.

REPORTING WHILE ON LEAVE: If you take leave because of your own serious health condition or to care for a covered family member, you will be required to contact your supervisor or the Village Manager on a regular basis regarding the status of the condition and your intention to return to work. For FMLA leaves for other purposes, you may be periodically required to report on your status and intent to return to work.

FMLA LEAVE IS UNPAID: Family/medical leave is unpaid leave. If you request leave because of a birth, adoption or foster care placement of a child, or to care for a covered family member with a serious health condition, paid leave/benefit time (vacation and sick) that you have accrued must first be substituted and used for unpaid family/medical leave. If you request leave because of your own serious health condition, any paid leave/benefit time (vacation and sick) that you have accrued must first be substituted and used for any unpaid family/medical leave. A staff member can request approval from the Village Manager to keep up to 40 hours of accrued leave/benefit time (vacation and sick) banked for future use. The substitution of paid leave time for unpaid leave time does not extend the 12-week or 26-week leave period.

MEDICAL AND OTHER BENEFITS: During an approved family/medical leave, the Village will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Village will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the FMLA leave. Your group health care coverage will cease if your premium payment is more than 30 days late. If you do not return to work at the end of the leave period, you will be required to reimburse the Village for the cost of the premiums paid by the
Village for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

**INTERMITTENT AND REDUCED SCHEDULE LEAVE:** Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits.

**OTHER APPLICABLE LEAVES:** FMLA leave will run concurrently with any other applicable leave. For instance, short-term disability or worker’s compensation leave will be simultaneously designated as FMLA leave as well, if the leave is also FMLA-qualifying.

**RETURNING FROM LEAVE:** If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved FMLA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own serious health condition, you are required to provide medical certification that you are fit to resume work. You may obtain Return to Work Medical Certification forms from the Village Manager’s office. Staff members failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant Village Manager or the Village Manager.

*Adopted Date: January 24, 2012*

*Revised Date:*
VILLAGE OF HOMER GLEN

Travel Reimbursement Policy

Addendum F

PURPOSE AND POLICY: The Village is committed to professional development. The following policy is designed to provide guidance to staff members regarding approval of and reimbursement for attendance at professional development seminars, meetings and/or conferences.

GENERAL INFORMATION – APPROVAL REQUIRED:

A. All major (over $200) conference, meeting or seminar registration fees should be identified and approved by the Village Manager prior to the adoption of the budget. Any changes to approved “major” conference, meeting or seminar costs will require the Village Managers authorization. Registration fees under $200.00 require only supervisory approval.

B. Meals and transportation costs must be pre-approved by the Village Manager only if they exceed established limits.

C. Registration fees, meals, transportation or any other expenses for a spouse to attend a conference, meeting or seminar, or other similar function, will not be reimbursed by the Village.

TRANSPORTATION:

A. When Village business requires transportation the staff member is expected to use a Village car, if a Village car is available. If the staff member chooses to use his or her own personal car when a Village car is available, mileage will not be reimbursed. If the staff member receives a Village Board approved vehicle allowance, mileage reimbursement to a conference, meeting or seminar will only be approved if said conference, meeting or seminar is more than 100 miles distance from the Village of Homer Glen.

B. If a staff member is required to use their personal car for Village business, mileage will be reimbursed at the approved prior year IRS rate rounded to the nearest penny. Staff members should check with the Finance Director regarding the current reimbursable rate.

C. If the destination of the trip is over 200 miles, air transportation will be approved provided it is cheaper to fly than drive. Approval must be granted by the Village Manager.
D. If air transportation is approved, tickets should be purchased thirty (30) days in advance. Only coach fare will be approved. Every effort should be made by the staff member to purchase the most economical air fare.

E. If a staff member chooses to use another form of transportation other than air (when necessary) the Village will reimburse the lesser cost of the means of transportation.

HOTEL ACCOMMODATIONS:
A. An overnight hotel stay will not be approved, unless the conference destination is over 100 miles from the Village. This restriction may be waived by the Village Manager.

B. Only single room rates for standard rooms will be reimbursed.

C. If a choice of hotel is offered, or when possible, the staff member is expected to select the most economical conference sponsored hotel. If the staff member selects a more expensive conference sponsored hotel option, the staff member shall be responsible for paying the cost of the hotel room, above and beyond the least expensive conference sponsored option.

MEALS:
A. A staff member will be allowed a meal reimbursement of up to $10.00 for breakfast, up to $15.00 for lunch and up to $20.00 for dinner. There will be no reimbursement for alcoholic beverages. A receipt must be provided for all meal reimbursement expenditures. Requests for meal reimbursements, without receipts, will not be processed unless approved by the Village Manager.

B. The meal reimbursement may not be used to purchase alcohol, tobacco products, sundries or service bar charges. Incidental costs including personal telephone calls, sundries and alcohol, will be at the staff member's expense.

C. If the Village has pre-paid for a meal as part of a conference package and the staff member elects not to go to the dinner, any substitution of that meal will not be reimbursed by the Village.

D. If a dinner is part of a conference package and the cost exceeds $20.00, the Village will reimburse the staff member provided a receipt is submitted.
ADVANCED EXPENSES:

A. The only advanced expenses that will be approved are for registrations, travel tickets and hotel deposits.

B. If deposits and/or advances are paid by the Village for a staff member's attendance at a conference and the staff member must cancel due to an emergency situation the Village will attempt to recover those deposits and/or advances. However, if advances and/or deposits cannot be recovered, the Village Manager will decide if the staff member is responsible for reimbursing the Village. The Village Manager may elect to find a suitable replacement to attend the conference. If deposits and/or advances are paid for by the Village and the staff member cancels his or her attendance for non-emergency reasons, he or she will be fully responsible for reimbursing the Village for fees remitted. Exceptions to the travel reimbursement policy will have to be approved by the Village Manager.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant Village Manager or the Village Manager.

Adopted Date: February 28, 2012
Revised Date:
VILLAGE OF HOMER GLEN

Dress Code Policy

Addendum G

PURPOSE AND POLICY:  The purpose of this policy is to set forth the basic guidelines of appropriate and acceptable dress for staff members of the Village of Homer Glen. It is important that each staff member project a professional image at all times.

POLICY:

A. All staff members working in the climate-controlled Village Hall are required to dress in “Work Place Attire” from Monday through Thursday, and may dress in “Casual Attire” on Friday.

B. Any medical condition or situation that would prohibit the staff member from following this policy in full would be taken into consideration on an individual basis.

C. The Village Manager or Department Head may prohibit “Casual Attire” due to special circumstances or activities that may be occurring on that given day. The Village Manager, or designee, shall be responsible for final decisions regarding acceptable dress levels for staff members.

D. For staff members who spend more than 50% of working time outside of the Village Hall, Casual Attire standards apply throughout the entire year. This provision is applicable to the following positions: 1) Chief and Deputy Chief Building Officials, 2) Code Compliance Officer, 3) Development Services Inspectors and the 4) Facilities Maintenance staff members.

WORK PLACE ATTIRE:

A. Work Place Attire means clothing that allows staff members to feel comfortable at work, yet appropriate for an office environment. Staff members are expected to be dressed in a professional manner that is suitable for that person's responsibilities and position.

Examples of Unacceptable Work Place Attire:
- Bare shoulder tops
- Shorts
- Flip Flops
- T-shirts

Deleted: Monday through Friday, September through May during the year. For the months of June, July, and August, staff members are required to dress in “Work Place Attire” from

Deleted: is during these three identified months

Deleted: and the

Deleted: or sleeveless tops
• Sweatshirts
• Tie-dye
• Clothes that are dirty in appearance
• Clothing with commercial advertising on front chest
• Clothing with slogans, cartoon figures, pictures or commentaries
• Pajama/sleep pants
• Overalls
• Low cut or revealing shirts, blouses
• Dress jeans
• Casual t-shirts

CASUAL ATTIRE:

A. Casual Attire is defined as a level of dress that is slightly lower than workplace attire. The Village Manager, or designee, may designate other workdays that will be designated as dress down.

Examples of Unacceptable Casual Attire:
• Bare shoulder tops
• Shorts
• Flip Flops
• T-shirts
• Sweatshirts
• Tie-dye
• Clothes that are dirty in appearance
• Clothing with commercial advertising on front chest
• Clothing with slogans, cartoon figures, pictures or commentaries
• Pajama/sleep pants
• Overalls
• Low cut or revealing shirts, blouses

Examples of Acceptable Casual Attire clothing include:
• Dress jeans
• Casual t-shirts

Should a question arise as to whether or not the clothing will be acceptable, the recommendation is to not wear the item of clothing and/or to inquire as to its acceptability prior to wearing the item. Staff members should check with their own Department Head for any questions regarding appropriate attire.

GUIDELINES FOR STAFF MEMBERS ON ALL WORKDAYS:

A. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest or buttocks area and is generally not immodest.
Clothing should be free from sexually related references, foul or offensive language, and/or language that suggests or promotes the use of illegal drugs.

**ENFORCEMENT:**

A. Staff members who report to work inappropriately dressed, as determined by the Department Head, will be instructed to leave work to change clothes and will not be paid for the time used to correct their attire. Any questions about what is or is not permitted can be directed first to the staff member’s immediate Department Head for resolution then ultimately, to the Village Manager.

*The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant Village Manager or the Village Manager.*

*Adopted Date: April 24, 2012  
Revised Date: October 11, 2017*
PURPOSE AND POLICY: The Village of Homer Glen recognizes that wireless communications and service is an important and necessary tool to assist staff for the purpose of performing their job duties. Wireless communications equipment is most effective in establishing lines of immediate communication to Village personnel. The purpose of this document is to establish a Village of Homer Glen policy and procedures for the assignment, procurement and use of Village provided wireless communications equipment and to ensure the use of such equipment is in compliance with all Federal, State and Local laws.

POLICY: The Village may provide wireless communications equipment and service to certain staff members to assist in the performance of their job duties.

- **Who Can Authorize:** The Village of Homer Glen provides wireless communications equipment and service to certain staff members as identified by the Department Head and approved by the Village Manager. The Village’s Office Manager arranges for such equipment and service in support of the Village’s business needs.

- **Needs Assessment:** In determining the staff member’s need for wireless communications equipment, the Department Head will consider the amount of time the staff member is away from the office phone, the need for the staff member to be readily accessible to co-workers and the general public, the need for the staff member to be accessible 24/7. The Department Head shall also review the criteria for assigning such equipment to their staff member(s) to ascertain whether the use of the equipment is required or needed for the performance of the staff member’s job.

- **Requests for Wireless Communications Equipment and Accessories:** Department Heads must submit a request for wireless communications equipment and service along with the justification for such request, name of staff member for whom the equipment is requested, to the Village Manager for approval.
  1. Once authorized, the Office Manager is responsible for maintaining a database of all wireless communications equipment issued to staff members.
  2. A copy of the list of wireless communications equipment delivered to
and received by the staff member, along with the staff member’s signature of receipt, will be kept in the staff member’s personnel file.
3. When approved for receipt of such equipment and service, the staff member will receive the basic service package and equipment.
4. All Village issued wireless equipment, accessories, etc. must be returned to the Village upon termination and/or separation of employment.
5. Procurement and distribution of equipment, and accessories shall be the responsibility of the Village’s Office manager. Staff members will be provided with the basic service package and equipment. Should a staff member elect to purchase additional accessories, download apps or otherwise install data without prior approval of the office member, the staff member assumes all financial responsibility for those unapproved purchases.

- **Service Vendors:** Only designated Village staff members are permitted to enter into an agreement or contract for wireless communications equipment or service, on behalf of the Village. Staff members are not permitted to access or download online features such as ring tones or games or purchase accessories for wireless communications equipment in any matter that would negatively impact the equipment of the Village.

- **Wireless Communications Equipment and Service Expenses:** Monthly invoices sent by the service providers for all Village wireless communications equipment shall be directed to the attention of the Finance Director. The Finance Director will forward a copy of these invoices to the Office Manager who shall be responsible for monitoring:
  1. Monthly usage by the Village to determine that the Village is on the right cell package, and
  2. Annual rate comparisons to make sure that the Village is using the most affordable package; this may include researching other cell providers.

In the case of fraud, excessive use, or misuse of equipment as specified under this policy the Office Manager shall notify the staff member’s Department Head, the Village Manager and/or designee.

**GUIDELINES FOR USE OF WIRELESS COMMUNICATIONS EQUIPMENT:** Village provided wireless communications equipment is to be used for Village business purposes, but may be used for personal reasons within reasonable limits. This privilege may be withdrawn or a staff member may be required to reimburse the Village if abused through excessive use, or if it causes interference with job duties as determined by the Department Head or Village Manager.
• Staff members are reminded that call detail records generated from assigned equipment are considered public records. The Freedom of Information Act makes all Village phone records, including cell phones, public record.

The Village cannot and does not imply, extend, or guarantee any “right to privacy” for voice calls and or electronic communications placed over Village provided wireless communications equipment, including but not limited to call detail records, logs, voice mail messages, data storage, text messages, emails and address books. All wireless communications equipment will be subject to random inspections as determined by the staff member’s Department Head and/or the Village Manager and/or designee.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor, Department Head, Assistant to the Village Manager or the Village Manager.

Adopted Date: June 26, 2012
Revised Date:
**Village of Homer Glen**  
**Wireless Communications Equipment Issuance**

Staff Member’s Name (please print): ___________________________ Date: ____________

Department:_________________________________________________

PLEASE LIST BELOW ALL WIRELESS COMMUNICATION DEVICES (CELL PHONE, LAPTOP, ETC.) YOU HAVE BEEN ISSUED BY THE VILLAGE OF HOMER GLEN. (FOR INVENTORY PURPOSES ONLY.)

<table>
<thead>
<tr>
<th>Device #1</th>
<th>Model #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Device #2</td>
<td>Model #</td>
</tr>
<tr>
<td>Device #3</td>
<td>Model #</td>
</tr>
</tbody>
</table>

Staff Member’s Signature       Date
PURPOSE AND POLICY: To ensure that the Village maintains a workplace safe and free of violence for all employees, the Village prohibits the possession of firearms or other dangerous weapons on Village property in violation of the Illinois Firearm Concealed Carry Act (the “Concealed Carry Act”).

EXCEPTIONS: The only exceptions to this policy are weapons properly carried and appropriately used by sworn law enforcement personnel or firearms stored according to the provisions of the Concealed Carry Act. Any staff member in violation of this policy will be subject to prompt disciplinary action, up to and including dismissal. In addition, any staff member suspected to be in violation of the Concealed Carry Act could also be subject to criminal prosecution.

COVERED STAFF MEMBERS: All Village staff members, including temporary and seasonal staff members, are subject to these provisions at all times while on Village property or in Village facilities, whether on duty or off duty.

VILLAGE PROPERTY: Village property is defined as all Village owned or leased buildings or portion thereof and their contents and surrounding areas such as sidewalks, walkways, driveways and parking lots under the Village’s ownership or control of work sites where Village staff members are engaged. Village property is also defined as all Village owned or leased vehicles.

DANGEROUS WEAPONS: Dangerous weapons include, but are not limited to, firearms, explosives and other weapons or devices that might be considered dangerous or that could cause harm. Staff members are responsible for making sure that any item possessed by the staff member is not prohibited by this policy and is not stored in violation of the Concealed Carry Act.

ADMINISTRATION: This policy is administered by department heads in consultation with the Village Manager or his/her designee.

The Village reserves the right to amend this policy. Should you require assistance in the interpretation of this or any of the Village policies, please contact your immediate supervisor.

Adopted Date: October 11, 2017

Revised Date:
AGENDA SUPPLEMENT SHEET

Agenda Item Number:       H.5
Village Board Meeting Date: October 11, 2017
Committee Meeting Date:    October 4, 2017 – A&F
Item Title:  Consider for Approval Pay Estimate No. 1 from Austin Tyler Construction, Inc. for Phase I of the Heritage Park Project, in the amount of $239,460.93.

Motion for Consideration: Is there a Motion to Approve Pay Estimate No. 1 from Austin Tyler Construction, Inc. for Phase I of the Heritage Park Project, in the amount of $239,460.93?

Committee Recommendation: The Administration and Finance Committee unanimously approved the above motion.

Staff Contact: Development Services Director Salamowicz

Staff Recommendation: Staff recommends approval of Pay Estimate No. 1 from Austin Tyler Construction, Inc.

Background Information: As the Village Board is aware, construction activity for Phase I of the Heritage Park project is progressing on schedule.

The Village has received Pay Estimate No. 1 from the general contractor, Austin Tyler Construction, Inc. in the amount of $239,460.93. Work performed to date and included in this pay estimate includes: construction layout, tree and fence removal, earth excavation and topsoil excavation and placement. The work included in Pay Estimate No. 1 has been verified and inspected by representatives from HR Green, who the Village contracted with to perform construction engineering services for this project. In addition, Pay Estimate No. 1 documentation has been reviewed and found to be correct and in order. HR Green has provided a letter, recommending
payment of Pay Estimate No. 1 (see attached). Staff therefore recommends payment of Pay Estimate No. 1, in the amount of $239,460.93.

**Budget Implications:** The construction costs, Included in Pay Estimate No.1 for Phase I of the Heritage Park project, in the amount of $239,460.93, will be paid out of the Village’s MFT fund acct #20.00.85.670.
September 21, 2017

Mr. Michael Salamowicz
Development Services Director
Village of Homer Glen
14240 W 151st Street
Homer Glen, IL 60491

RE: Heritage Circle
Austin Tyler Construction, Inc. – Pay Estimate No. 1
HRG Job No.: 171102

Dear Mr. Salamowicz:

Attached you will find the first pay estimate for the Heritage Circle project. This pay estimate reflects progress payment for work completed through September 15, 2017 with a retainage reduction of 10%.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$3,392,350.09</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$3,396,367.09</td>
</tr>
<tr>
<td>Total Value of Completed Work</td>
<td>$266,067.70</td>
</tr>
<tr>
<td>Retainage (10%)</td>
<td>$26,606.77</td>
</tr>
<tr>
<td>Previous Payments</td>
<td>$0.00</td>
</tr>
<tr>
<td>Net Amount Due</td>
<td>$239,460.93</td>
</tr>
</tbody>
</table>

We recommend that the Village of Homer Glen approve and make payment to Austin Tyler Construction, Inc. in the amount of $239,460.93.

If you have any questions or require any additional information, please call. I can be reached at 815-354-2937.

Sincerely,

HR Green, Inc.

Matthew T. Christ, PE
Construction Engineer

Cc: A. Chaudhry

Attachment
<table>
<thead>
<tr>
<th>Items</th>
<th>Awarded*</th>
<th>Added</th>
<th>Deducted</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quantity</td>
<td>Values</td>
<td>Quantity</td>
<td>Quantity</td>
</tr>
<tr>
<td>Totals carried forward from previous page</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE REMOVAL (6 TO 15 UNITS DIAMETER)</td>
<td>591.00</td>
<td>$ 7,683.00</td>
<td></td>
<td>534.00</td>
</tr>
<tr>
<td>TREE REMOVAL (OVER 15 UNITS DIAMETER)</td>
<td>222.00</td>
<td>$ 3,330.00</td>
<td></td>
<td>552.70</td>
</tr>
<tr>
<td>EARTH EXCAVATION</td>
<td>13,590.00</td>
<td>$ 135,900.00</td>
<td></td>
<td>10,872.00</td>
</tr>
<tr>
<td>TRENCH BACKFILL</td>
<td>1,096.00</td>
<td>$ 38,360.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEMPORARY DITCH CHECKS</td>
<td>10.00</td>
<td>$ 250.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>INLET FILTERS</td>
<td>29.00</td>
<td>$ 3,625.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOPSOIL EXCAVATION AND PLACEMENT</td>
<td>22,850.00</td>
<td>$ 148,525.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEEDING, CLASS 1A</td>
<td>7.00</td>
<td>$ 11,200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NITROGEN FERTILIZER NUTRIENT</td>
<td>3,510.00</td>
<td>$ 3,510.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHOSPHORUS FERTILIZER NUTRIENT</td>
<td>3,510.00</td>
<td>$ 3,510.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>POTASSIUM FERTILIZER NUTRIENT</td>
<td>3,510.00</td>
<td>$ 3,510.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEMPORARY EROSION CONTROL SEEDING</td>
<td>3,876.00</td>
<td>$ 1,162.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGGREGATE SUBGRADE IMPROVEMENT</td>
<td>4,331.00</td>
<td>$ 121,268.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGGREGATE BASE COURSE, TYPE B 10&quot;</td>
<td>24,674.00</td>
<td>$ 271,414.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAVAL GEORID REINFORCEMENT, TYPE I</td>
<td>5,012.00</td>
<td>$ 18,795.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBASE GRANULAR MATERIAL, TYPE B 4&quot;</td>
<td>5,070.00</td>
<td>$ 50,700.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBASE GRANULAR MATERIAL, TYPE B 10&quot;</td>
<td>31.00</td>
<td>$ 410.75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUBBASE GRANULAR MATERIAL, TYPE B 12&quot;</td>
<td>4,678.00</td>
<td>$ 67,831.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGGREGATE FOR TEMPORARY ACCESS</td>
<td>1.00</td>
<td>$ 100.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BITUMINOUS MATERIALS (TACK COAT)</td>
<td>63,309.00</td>
<td>$ 633.09</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOT-MIX ASPHALT BINDER COURSE, IL-90, NSD</td>
<td>3,724.00</td>
<td>$ 205,370.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>HOT-MIX ASPHALT SURFACE COURSE, MIX &quot;D&quot;, NSD</td>
<td>3,028.00</td>
<td>$ 199,848.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH</td>
<td>45,398.00</td>
<td>$ 215,640.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DETECTABLE WARNINGS</td>
<td>675.00</td>
<td>$ 16,875.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAVEMENT REMOVAL</td>
<td>7,311.00</td>
<td>$ 36,555.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMBINATION CURB AND GUTTER REMOVAL</td>
<td>76.00</td>
<td>$ 760.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIDEWALK REMOVAL</td>
<td>26,906.00</td>
<td>$ 40,359.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AGGREGATE SHOULDERS, TYPE B 6&quot;</td>
<td>26.00</td>
<td>$ 702.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE CULVERT REMOVAL</td>
<td>86.00</td>
<td>$ 1,720.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE CULVERTS, CLASS A, TYPE 1 12&quot;</td>
<td>143.00</td>
<td>$ 5,577.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE CULVERTS, CLASS A, TYPE 1 15&quot;</td>
<td>234.00</td>
<td>$ 9,828.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE CULVERTS, CLASS A, TYPE 1 18&quot;</td>
<td>21.00</td>
<td>$ 987.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE CULVERTS, CLASS A, TYPE 1 21&quot;</td>
<td>101.00</td>
<td>$ 4,949.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total awarded Values</td>
<td></td>
<td>$ 1,630,882.14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Completed Values</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Items</td>
<td>Awarded* Quantity</td>
<td>Awarded* Values</td>
<td>Added Quantity</td>
<td>Added Values</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------</td>
<td>-----------------------</td>
<td>----------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Totals carried forward from previous page</td>
<td>$1,630,888.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>14.00</td>
<td>$10,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>8.00</td>
<td>$6,200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>2.00</td>
<td>$1,950.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>2.00</td>
<td>$1,950.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>1.00</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST REINFORCED CONCRETE FLARED END SEC</td>
<td>2.00</td>
<td>$2,400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 12'</td>
<td>387.00</td>
<td>$11,223.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 15'</td>
<td>1,145.00</td>
<td>$38,930.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 18'</td>
<td>895.00</td>
<td>$33,115.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 21'</td>
<td>571.00</td>
<td>$24,553.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 24'</td>
<td>186.00</td>
<td>$8,928.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, CLASS A, TYPE 2 30'</td>
<td>86.00</td>
<td>$5,504.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWER REMOVAL 15'</td>
<td>469.00</td>
<td>$7,035.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER VALVES 8'</td>
<td>9.00</td>
<td>$13,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUCTILE IRON WATER MAIN 6'</td>
<td>150.00</td>
<td>$9,310.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUCTILE IRON WATER MAIN 8'</td>
<td>3,288.00</td>
<td>$131,520.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRE HYDRANTS</td>
<td>1.00</td>
<td>$3,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE</td>
<td>11.00</td>
<td>$44,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONCRETE HEADWALLS FOR PIPE DRAINS</td>
<td>1.00</td>
<td>$450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE UNDERDRAINS 4&quot; (SPECIAL)</td>
<td>15.00</td>
<td>$405.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PIPE UNDERDRAINS, TYPE 1, 4&quot;</td>
<td>325.00</td>
<td>$5,525.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE A, 4&quot;-DIAMETER, TYPE B GRATE</td>
<td>1.00</td>
<td>$1,225.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE A, 4&quot;-DIAMETER, TYPE 11 FRAM</td>
<td>1.00</td>
<td>$2,075.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE A, 4&quot;-DIAMETER, TYPE 1LV FRAM</td>
<td>7.00</td>
<td>$44,525.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE A, 5&quot;-DIAMETER, TYPE 11 FRAM</td>
<td>2.00</td>
<td>$5,750.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE C, TYPE B GRATE</td>
<td>2.00</td>
<td>$2,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE C, TYPE 11 FRAME AND GRATE</td>
<td>4.00</td>
<td>$5,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE</td>
<td>3.00</td>
<td>$4,200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MANHOLES, TYPE A, 4&quot;-DIAMETER, TYPE 1 FRAME AND GRATE</td>
<td>9.00</td>
<td>$15,300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VALVE VAULTS, TYPE A, 5&quot;-DIAMETER, TYPE 1 FRAME</td>
<td>3.00</td>
<td>$6,750.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>REMOVING CATCH BASINS</td>
<td>1.00</td>
<td>$650.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONCRETE GUTTER, TYPE A</td>
<td>59.00</td>
<td>$70.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMBINATION CONCRETE CURB AND GUTTER, TYPE 10,306.00</td>
<td>$175,202.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Awarded Values $2,226,263.14

Total Completed Values $242,784.30

Route: Heritage Circle
County: Will
Local Agency: Village of Homer Glen
Section: 17-00018-00-PV
# Illinois Department of Transportation

## Estimate No. 001

**Payable To:** Austin Tyle Construction, Inc.

**Address:** 23343 South Ridge Road, Elwood, IL 60421

**County:** Will  
**Local Agency:** Village of Homer Glen  
**Section:** 17-00018-00-PV

**From:** 8/1/17  
**To:** 9/15/17

<table>
<thead>
<tr>
<th>Items</th>
<th>Awarded*</th>
<th>Added</th>
<th>Deducted</th>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Quantity</td>
<td>Values</td>
<td>Quantity</td>
<td>Values</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Totals carried forward from previous page</td>
<td>$2,226,263.14</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PAVEMENT MARKING REMOVAL</td>
<td>163.00</td>
<td>$244.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SIGN PANEL - TYPE 1</td>
<td>158.00</td>
<td>$3,300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TELESCOPING STEEL SIGN SUPPORT</td>
<td>555.00</td>
<td>$6,987.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THERMOPLASTIC PAVEMENT MARKING - LETTERS A</td>
<td>263.00</td>
<td>$1,012.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 4&quot;</td>
<td>8,810.00</td>
<td>$6,343.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 6&quot;</td>
<td>508.00</td>
<td>$609.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td>THERMOPLASTIC PAVEMENT MARKING - LINE 24&quot;</td>
<td>48.00</td>
<td>$184.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE, CORNUS MAS (CORNELIAN CHERRY)</td>
<td>26.00</td>
<td>$12,584.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE, GYMNOCADUS DIOICUS (ESPRESSO)</td>
<td>33.00</td>
<td>$17,094.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE, ULMUS CARPINIFOLIA 'REGAL' (REGAL)</td>
<td>37.00</td>
<td>$20,831.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE, QUERCUS MACROCARPA (BRR OAK), 2-1/2&quot;</td>
<td>30.00</td>
<td>$15,180.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TREE, MALUS 'PRAIRIFIRE' (FLOWERING CRABAPPLE)</td>
<td>10.00</td>
<td>$3,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHRUB, JUNIPERUS CHINENSIS (KALAYS COMPACT)</td>
<td>6.00</td>
<td>$288.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STONE BOULDERS</td>
<td>340.00</td>
<td>$23,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEEDING (SPECIAL)</td>
<td>1.00</td>
<td>$2,200.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RETAINING WALL REMOVAL</td>
<td>78.00</td>
<td>$2,340.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OUTLET SPECIAL</td>
<td>11.00</td>
<td>$3,300.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WASHOUT BASIN</td>
<td>1.00</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WATER METER ASSEMBLY, 2&quot;</td>
<td>1.00</td>
<td>$1,550.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOLD DOWN BOLLARDS</td>
<td>2.00</td>
<td>$4,400.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MANHOLES, SANITARY, 4&quot;-DIAMETER, TYPE 1 FRAM</td>
<td>4.00</td>
<td>$12,600.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VALVE BOX</td>
<td>6.00</td>
<td>$1,890.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WOOD POSTS</td>
<td>4.00</td>
<td>$860.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CHAIN LINK FENCE TO BE REMOVED AND RE-ERECT</td>
<td>360.00</td>
<td>$10,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAFFIC CONTROL AND PROTECTION, (SPECIAL)</td>
<td>1.00</td>
<td>$75,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BOLLARDS</td>
<td>14.00</td>
<td>$2,870.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONSTRUCTION LAYOUT</td>
<td>1.00</td>
<td>$25,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FENCE REMOVAL</td>
<td>1,053.00</td>
<td>$7,171.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TEMPORARY INFORMATION SIGNING</td>
<td>52.00</td>
<td>$624.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRECAST CONCRETE CAR BUMPER</td>
<td>14.00</td>
<td>$2,450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRESSURE CONNECTION 12&quot; X 8&quot;</td>
<td>2.00</td>
<td>$10,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIP</td>
<td>169.00</td>
<td>$8,788.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STORM SEWERS, TYPE 2, WATER MAIN QUALITY PIP</td>
<td>44.00</td>
<td>$3,052.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Awarded Values</strong></td>
<td></td>
<td>$2,515,877.29</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Completed Values</strong></td>
<td></td>
<td>$262,334.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Items</td>
<td>Awarded* Quantity</td>
<td>Values</td>
<td>Added Quantity</td>
<td>Unit Price</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-------------------</td>
<td>----------</td>
<td>----------------</td>
<td>------------</td>
</tr>
<tr>
<td>Storm sewers, type 2, water main quality pipe</td>
<td>268.00</td>
<td>$22,780.00</td>
<td></td>
<td>$85.00</td>
</tr>
<tr>
<td>Sanitary sewer 8&quot;</td>
<td>691.00</td>
<td>$29,022.00</td>
<td></td>
<td>$42.00</td>
</tr>
<tr>
<td>Electric service installation</td>
<td>1.00</td>
<td>$1,500.00</td>
<td></td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Electric utility service connection</td>
<td>1.00</td>
<td>$8,000.00</td>
<td></td>
<td>$8,000.00</td>
</tr>
<tr>
<td>Underground conduit, galvanized steel, 4&quot;</td>
<td>2,000.00</td>
<td>$44,000.00</td>
<td></td>
<td>$22.00</td>
</tr>
<tr>
<td>Unit duct, 600V, 3-1C NO.2, 1/C NO.4 ground, [X]</td>
<td>5,590.00</td>
<td>$44,720.00</td>
<td></td>
<td>$8.00</td>
</tr>
<tr>
<td>Electric cable in conduit, 600V (KLP-type use)</td>
<td>150.00</td>
<td>$600.00</td>
<td></td>
<td>$4.00</td>
</tr>
<tr>
<td>Light pole foundation, 24&quot; diameter</td>
<td>520.00</td>
<td>$65,000.00</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Removal of lighting unit, salvage</td>
<td>3.00</td>
<td>$1,350.00</td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td>Removal of pole foundation</td>
<td>3.00</td>
<td>$750.00</td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td>Fence to be removed and re-erected</td>
<td>360.00</td>
<td>$10,080.00</td>
<td></td>
<td>$28.00</td>
</tr>
<tr>
<td>Luminaires, led, horizontal mount, special</td>
<td>56.00</td>
<td>$133,280.00</td>
<td></td>
<td>$2,380.00</td>
</tr>
<tr>
<td>Lighting controller, special</td>
<td>1.00</td>
<td>$24,200.00</td>
<td></td>
<td>$24,200.00</td>
</tr>
<tr>
<td>Light pole, special</td>
<td>48.00</td>
<td>$263,040.00</td>
<td></td>
<td>$5,480.00</td>
</tr>
<tr>
<td>Light pole, special, type 2</td>
<td>4.00</td>
<td>$25,680.00</td>
<td></td>
<td>$6,420.00</td>
</tr>
<tr>
<td>Shed</td>
<td>1.00</td>
<td>$42,000.00</td>
<td></td>
<td>$42,000.00</td>
</tr>
<tr>
<td>Temporary chain link fence</td>
<td>1,500.00</td>
<td>$30,000.00</td>
<td></td>
<td>$20.00</td>
</tr>
<tr>
<td>Seeding, class 1</td>
<td>31.00</td>
<td>$49,600.00</td>
<td></td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Mulch, method 3</td>
<td>31.00</td>
<td>$49,600.00</td>
<td></td>
<td>$1,600.00</td>
</tr>
<tr>
<td>Erosion control blanket</td>
<td>32,801.00</td>
<td>$26,240.80</td>
<td></td>
<td>$0.80</td>
</tr>
<tr>
<td>Grating for concrete flared end section 30°</td>
<td>2.00</td>
<td>$900.00</td>
<td></td>
<td>$450.00</td>
</tr>
<tr>
<td><strong>Total Awarded Values</strong></td>
<td></td>
<td>$3,388,220.09</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Completed Values</strong></td>
<td></td>
<td></td>
<td></td>
<td>$262,334.20</td>
</tr>
</tbody>
</table>
### Miscellaneous Extras and Credits

<table>
<thead>
<tr>
<th>Description</th>
<th>Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>EROSION CONTROL BARRIER - 1,965 FOOT @ $1.50</td>
<td>3,733.5</td>
</tr>
</tbody>
</table>

Total Miscellaneous Extras and Credits: $3,733.50

<table>
<thead>
<tr>
<th>Description</th>
<th>Values</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Value of Completed Work</td>
<td>$266,067.70</td>
</tr>
<tr>
<td>Deduct Retainage</td>
<td>$26,606.77</td>
</tr>
<tr>
<td>Balance Due on Completed Work</td>
<td>$239,460.93</td>
</tr>
</tbody>
</table>

Retention Amount: 10%

### Miscellaneous Debits

<table>
<thead>
<tr>
<th>Description</th>
<th>Values</th>
</tr>
</thead>
</table>

Total Miscellaneous Debits: $ -

Net Amount Due: $239,460.93

Signed: [Signature]

Resident Engineer/Consultant

9/21/2017

Local Agency

Approved: [Signature]

Local Agency

Date

Title

Printed 9/20/2017

Page 5 of 5

BLR 13230 (Rev. 09/24/12)
Austin Tyler Construction, Inc
23343 S Ridge Road
Elwood, IL 60421

State of Illinois
County of Will

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by

to furnish

for the premises known as

of which

THE undersigned, for and in consideration of

$239,460.93

Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby
waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics’ liens,

with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material,

fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS:*

Company Name
Austin Tyler Construction, Inc
Address
23343 S Ridge Road, Elwood, IL 60421

DATE: September 13, 2017
SIGNATURE: [Signature]
TITLE: Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR’S AFFIDAVIT

State of Illinois
County of Will

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)

AND SAYS THAT HE OR SHE IS (POSITION) (COMPANY NAME)

CONTRACTOR FURNISHING

LOCATED AT

OWNED BY

Douglas J. d’Autremont
Controller
Austin Tyler Construction, Inc
Earth Excavation, Site Utilities, Curb, Paving and Appurtenances
14240 W. 151st Street; Homer Glen, IL

Village of Homer Glen

14240 W. 151st Street; Homer Glen, IL

That the total amount of the contract including extras* is

$3,396,083.59

on which he or she has received payment of

$0.00

prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that

there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties

who have furnished material or labor, or both, for said work and all parties having contracts of sub contract for specific portions of said work

or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all

labor and material required to complete said work according to plants and specifications:

<table>
<thead>
<tr>
<th>NAMES AND ADDRESSES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE INCLUDING EXTRAS*</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Tyler Construction, Inc.</td>
<td>Labor, material and equipment</td>
<td>2,094,758.79</td>
<td>-</td>
<td>78,105.15</td>
<td>2,016,653.64</td>
</tr>
<tr>
<td>Joliet Asphalt, LLC</td>
<td>Material - HMA</td>
<td>225,000.00</td>
<td>-</td>
<td>-</td>
<td>225,000.00</td>
</tr>
<tr>
<td>Ryan Incorporated Central</td>
<td>Sub - excavation</td>
<td>205,050.00</td>
<td>-</td>
<td>147,636.00</td>
<td>57,414.00</td>
</tr>
<tr>
<td>Allied Landscaping Corp</td>
<td>Sub - landscaping</td>
<td>243,910.60</td>
<td>-</td>
<td>-</td>
<td>243,910.60</td>
</tr>
<tr>
<td>Homer Tree Services Inc.</td>
<td>Sub - tree removal</td>
<td>15,244.20</td>
<td>-</td>
<td>13,719.78</td>
<td>1,524.42</td>
</tr>
<tr>
<td>Elmund &amp; Nelson Co.</td>
<td>Sub - electric</td>
<td>612,120.00</td>
<td>-</td>
<td>-</td>
<td>612,120.00</td>
</tr>
<tr>
<td>TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.</td>
<td></td>
<td>3,396,083.59</td>
<td></td>
<td>239,460.93</td>
<td>3,156,622.66</td>
</tr>
</tbody>
</table>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor

or other work of any kind done or to be done or in connection with said work other than above stated.

DATE: September 13, 2017
SIGNATURE: [Signature]
TITLE: Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO "HE CONTRACT.”
Austin Tyler Construction, Inc
23343 S Ridge Road
Elwood, IL 60421

WAIVER OF LIEN TO DATE

State of Illinois
County of Will

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by

to furnish
for the premises known as
of which

THE undersigned, for and in consideration of
$239,460.93 Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby
 waive and release any and all lien or claim of, or right to, lien, under the statues of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS:

Company Name
Address
Austin Tyler Construction, Inc
23343 S Ridge Road, Elwood IL 60421

DATE: September 13, 2017
SIGNATURE: [Signature]
TITLE: Controller

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

State of Illinois
County of Will

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)
AND SAYS THAT HE OR SHE IS (POSITION) (COMPANY NAME)

CONTRACTOR FURNISHING
LOCATED AT

OWNED BY

That the total amount of the contract including extras* is $3,396,083.59 on which he or she has received payment of $0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts of sub contract for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<table>
<thead>
<tr>
<th>NAMES AND ADDRESSES</th>
<th>WHAT FOR</th>
<th>CONTRACT PRICE INCLUDING EXTRAS*</th>
<th>AMOUNT PAID</th>
<th>THIS PAYMENT</th>
<th>BALANCE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Tyler Construction, Inc.</td>
<td>Labor, material and equipment</td>
<td>2,094,758.79</td>
<td>-</td>
<td>78,105.15</td>
<td>2,016,653.64</td>
</tr>
<tr>
<td>Joliet Asphalt, LLC</td>
<td>Material - HMA</td>
<td>225,000.00</td>
<td>-</td>
<td>-</td>
<td>225,000.00</td>
</tr>
<tr>
<td>Ryan Incorporated Central</td>
<td>Sub - excavation</td>
<td>205,050.00</td>
<td>-</td>
<td>147,636.00</td>
<td>57,414.00</td>
</tr>
<tr>
<td>Allied Landscaping Corp</td>
<td>Sub - landscaping</td>
<td>243,910.60</td>
<td>-</td>
<td>-</td>
<td>243,910.60</td>
</tr>
<tr>
<td>Homer Tree Services Inc.</td>
<td>Sub - tree removal</td>
<td>15,244.20</td>
<td>-</td>
<td>13,719.78</td>
<td>1,524.42</td>
</tr>
<tr>
<td>Elmund &amp; Nelson Co.</td>
<td>Sub - electric</td>
<td>612,120.00</td>
<td>-</td>
<td>-</td>
<td>612,120.00</td>
</tr>
</tbody>
</table>

TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. 3,396,083.59

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for materials, labor or work of any kind done or to be done or in connection with said work other than above stated.

DATE: September 13, 2017
SIGNATURE: [Signature]
TITLE: Controller

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13TH DAY OF SEPTEMBER, 2007

Notary Public - State of Illinois
Commission Expires Feb 10, 2019

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.