



MONDAY, FEBRUARY 6, 2023 – 7:30 P.M.

1. Pledge of Allegiance led by Deputy Village Clerk Sylvia Luke.
2. Call meeting to order and roll call.
3. Approve Consent Agenda.
- * 4. Approve, as submitted, minutes of regular meeting held Tuesday, January 17, 2023.
- * 5. Approve Voucher List #18-FY23 of February 6, 2023.
6. Proclamations and Resolutions.
 - A. Proclamation
Honoring Firefighter Andrew Cutting
7. Recognition, Awards and Honorary Presentations.
 - A. Popular Annual Financial Reporting (PAFR) Award – Alex Franz, Management Analyst.
8. Appointments, Reappointments and Resignations.
 - * A. Appointments
Beautification & Improvement Commission: Ross Del Rosario
Human Relations Commission: John Muszynski and Mayha Syed
Public Relations Commission: Ibrahim Manusri, Jeff Schvimer, Scott Ford and Nick Vickers
 - * B. Reappointments
Commission on Family Services: Shajan Jose as Vice Chair and Harold Primack as Chair
Plan Commission: Jeff Burman as Vice Chair and Paul Luke as Chair
 - * C. Leave of Absence
Public Safety Commission: Ken Mantel
 - * D. Resignations
Consumer Affairs Commission: Jeff Schvimer
Human Relations Commission: Maureen Yanes
Public Safety Commission: Edward McCarthy and Mayha Syed
9. Presentations and Reports.
10. Report of the Village Manager.
 - A. Adoption of Ratified IAFF Contract.
 - B. TIF Development Agreement for 8047 Skokie Boulevard.
 - *C. Village Hall Mechanical System Engineering Design & Construction Administrative Services – Grumman Butkus Associates, Evanston, Illinois - \$347,270.
 - *D. Pest Control Services – Platinum Pest Solutions, Lansing, Illinois - \$45,472.
 - *E. Parkway Tree Planting – Yellowstone Landscaping, Wauconda, Illinois - \$50,000 and St. Aubin Nursery, Kirkland, Illinois - \$30,000.
11. Report of the Corporation Counsel.
No Report.

12. Unfinished Business.
13. New Business.
14. Plan Commission.
15. 2022-2023 Community Development Block Grant Public Hearing #3.
16. Public Comment.
17. Adjournment.

Items marked with an asterisk (*) indicate they are part of the Consent Agenda that contains routine items or items which have already been discussed by the Mayor and Board at a previous public meeting and require a second reading. Items on the Consent Agenda are passed in one vote at the beginning of the Board Meeting. Prior to the vote on the Consent Agenda, the Mayor will inquire if there is any matter which anyone wishes to remove from the Consent Agenda. If there is an item on the Consent Agenda which you wish to address, please inform the Mayor at that time you wish to remove it from the Consent Agenda.

13622
MINUTES of a regular meeting of the Mayor and the Board of Trustees of the Village of Skokie, Cook County, Illinois held in the Council Chambers at 5127 Oakton Street at 7:30 p.m. on Tuesday, January 17, 2023



DRAFT

Pledge of Allegiance led by the Deputy Village Clerk Sylvia Luke

Mayor Van Dusen called the meeting to order.

The Clerk call the Roll. Those present were Trustees Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen.

Motion to approve the Consent Agenda.

Moved: Trustee Sutker

Seconded: Trustee Khoeun

Ayes: Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen

Nays: None.

Absent: None

MOTION CARRIED

* Approve, as submitted, minutes of regular meeting held Tuesday, January 3, 2023.

Omnibus vote.

* Approve Voucher List #17-FY23 of January 17, 2023.

Omnibus vote.

Proclamations and Resolutions.

A. Proclamation

LanzaTech

Mayor Van Dusen read a Proclamation honoring LanzaTech for their many contributions as being a pioneer and global leader in creating a sustainable, clean energy environment.

Appointments, Reappointments and Resignations.

A. Swearing in of the following personnel by Bruce Rottner of the Board of Fire and Police:

<u>Name</u>	<u>Old Position</u>	<u>New Position</u>
Eric McCune	Police Officer	Police Sergeant

Mayor Van Dusen congratulated the new Police Sergeant who introduced his family and friends.

* B. Reappointments

Zoning Board of Appeals: Richard Perlin as Vice Chair and Brian O'Donnell as Chair

Omnibus vote.

* C. Resignations

Beautification & Improvement Commission: Elaine Steiner

Fine Arts Commission: Pamela Williams

Human Relations Commission: Jim McVane

Telecommunications & Technology Commission: Seungjae Paik

Omnibus vote.

Report of the Village Manager.

A. Lead Water Service Line Replacement/Strategy Update.

Public Works Director, Max Slankard provided an updated detailed report.

Background

During the Public Works Budget Hearing, this past spring a discussion on Public Act 102-0613, the Illinois Lead Service Line Replacement and Notification Act was signed. Illinois joined Michigan and New Jersey as the three states in the US to mandate full lead service line replacement.

Budget Hearing Direction

The Board asked that the Village staff report back in approx. 6 months with regard to additional developments and updates.

NWMC Survey

In June 2022, the NWMC surveyed its membership to ascertain whether members had active lead service line (LSL) replacement programs and what levels of municipal support were being offered.

Fundamental Questions

3 common scenarios-Service line leak, whether on public side or private side, Service line replacement in context of planned water main replacement and Long-term LSL replacement plan. The Village has received House approval of a \$2million grant to provide funding assistance to offset expenses associated with LSL replacement.

Proposed Village Approach

Staff is recommending a cost-sharing approach. Cost sharing is the most common approach among our neighbors. He spoke about general terms of the proposals.
 Public Works Director Slankard answered questions from the Board.

*B. Tree Trimming Services – Advanced Tree Care, Lincolnshire, Illinois - \$200,000.
 Motion to award a contract to Advanced Tree Care, Lincolnshire, IL in the amount of \$200,000 for tree trimming services.

Omnibus vote.

Report of the Corporation Counsel.

*A. Ordinance 23-1-C-4631

Motion to approve an ordinance amending Chapter 22, Article II of the Skokie Village Code. This item is on the consent agenda for second reading and adoption.

Omnibus vote.

*B. Ordinance 23-1-C-4632

Motion to approve an ordinance amending the rules and regulations of the Board of Fire and Police Commissioners. This item is on the consent agenda for second reading and adoption.

Omnibus vote.

C. Executive Session.

Motion to approve the request for an executive session in accordance with paragraph 2(c)(1) of the Illinois Open Meetings Act pertaining to the review and discussion of personnel matters.

Moved: Trustee Klein

Seconded: Trustee Pure Slovin

Ayes: Sutker, Robinson, Khocun, Johnson, Pure Slovin, Klein and Mayor Van Dusen

Nays: None.

Absent: None

MOTION CARRIED

2023-2024 Community Development Block Grant Public Hearing #2.

Justin Malone, Neighborhood & Housing Coordinator/CDBG Administrator conducted the Public Hearing. The Village's entitlement grant for Program Year 2023/Fiscal Year 2024 (PY23/FY24) is not yet known. At this time, we are estimating \$600,000 in entitlement funds. Proposals from both Village staff and outside agencies total over \$810,000, so reductions will be necessary. The program's 20% cap for administrative funding is applied against the new entitlement only, while the 15% cap for public service funding (non-capital/non-construction expenditures) is applied against the new entitlement plus any program income from the current program year. The Board will determine at that time the proposed funding award for each project or activity. Budget recommendations will be presented at the next public hearing on Monday, February 6. Trustee Sutker read a prepared statement:

I am a Licensed Clinical Social Worker employed by a social service agency that is an applicant for a CDBG grant. I do not believe this creates a conflict. However, I believe it is important to avoid the appearance of partiality. Therefore, I will recuse myself from participating in the discussions relating to the applications and from voting on the grants. My recusal from participating in the discussion should not be construed as indifference to the valuable services that the applicants provide to people in need. I respect and admire all of the agencies for their fine work, especially during these difficult times. I thank all the agencies for their work and dedication.

Overview of CDBG Proposals for PY23/FY24

Village of Skokie Community Development Block Grant (CDBG) Program

PY23/FY24
 Funding
 Requests
 (\$)

Administration

VOS - Program Administration	The Community Development Department is seeking funding to administer the Village's CDBG Program, implement and monitor all projects, submit all required documentation to HUD, utilize software to more efficiently and effectively administer the CDBG programming, participate in the preparation of a regional Assessment of Fair Housing (AFH) and coordinate all planning activities relative to the Village's community development efforts. (20% administration cap)	115,000
VOS - Planning	The Community Development Department is seeking funding to complete the preparation of a regional Assessment of Fair Housing (AFH). (20% administration cap)	5,000

Housing

VOS - Home Improvement Program	The Community Development Department is seeking funding to continue the Village's program of repairing single-family homes, which began in 1983. The request will enable low/moderate-income households (less than 80% of area median family income) to be eligible to receive grants up to \$12,000 to pay for building materials or contractors' services.	90,000
HODC - Housing Opportunity Development Corporation	Funding will be used to purchase and install security cameras for 2 Skokie properties: 7850 Niles Avenue and 8256 Keating Avenue.	45,000
VOS - Neighborhood Enhancement Program	Funding will be used to further affordable housing in Skokie at a neighborhood level. The expectation is that these funds will be used to facilitate improving existing housing units that are affordable low/moderate-income households. Activities may include exterior improvements for a group of homes on a common block or in the same neighborhood.	100,000

Infrastructure

VOS - Street and Alley Resurfacing	Funding will be used to resurface Keating Avenue (between Davis and Church), Kilpatrick Avenue (between Davis and Church), Davis Street (between Skokie Blvd. and Niles Center Road), and Kolmar Avenue (between Oakton and Cleveland).	200,000
VOS - Sidewalk Replacement Program	Funding will be used to provide grants to homeowners meeting low/moderate-income eligibility who are required to participate in the Village's 50/50 sidewalk replacement program.	3,000

Public Facilities

Turning Point	Funding will be used for a long-awaited window replacement project for the facility located at 8324 Skokie Blvd.	14,156
SHORE	Funding will be used to replace approximately 4 variable air volume (VAV) boxes in the Lois Lloyd/Administration Center at 8350 Laramie Avenue.	33,150
CJE SeniorLife	Funding will be used to replace carpeting on the main level at CJE's Village Center subsidized senior apartment building at 5140 Galtz Street in Skokie.	28,881
Search	Funding will be used to replace concrete and upgrade landscaping at its supported living residence located at 5307 Church Street in Skokie	22,500
Orchard Village	Funding will be used to replace 2 of the oldest rooftop HVAC units at the multi-purpose building for both programming and staff offices located at 7660 Gross Point Road.	22,125

Public Services

VOS - Social Worker	Funding will be used to offset the costs for a Village Social Worker position.	48,760
JCFS	Funding will be used to provide financial stability services and coordinated case management for Skokie residents.	6,000
Center for Enriched Living	Funding will be used to support an employment specialist to assist low-income Skokie residents with developmental disabilities with employment opportunities.	5,000
AHS Family Health Center	Funding will be used to ensure an optimal level of qualified support staff for the dental clinic to provide dental services to low-income Skokie residents.	20,000
Metropolitan Family Services	Funding will be used to offset counselor staffing costs, providing counseling services, including grief, trauma, family/couple and/or parent/child relationships, child and adolescent school performance and behavior problems, work performance, substance abuse, individual and family development, and family violence.	10,000
Impact Behavioral Health Partners	Funding will be used to offset employment specialist staffing costs.	9,000
PEER Services	Funding will be used to offset the costs associated with employing an adult and adolescent program coordinator.	12,000
The Harbour	Funding will be used to offset the staffing costs of serving the needs of homeless youth (including locked-out, runaway, or abandoned) ages 12-23 in the north and northwest Chicago suburbs.	5,489
North Shore Senior Center (NSSC)	Funding will be used to offset the staffing costs associated with providing case management and counseling services to low-income, older adult residents of Skokie.	10,000
WINGS	Funding will be used to offset the staffing costs to support nights of shelter and therapeutic counseling, including Family and Child Advocates.	5,000

PY23/FY24
Total Request
810,061

Public Comments

Judy Mendel questioned the possibility of the Budget Meetings-live stream. Also asked about any updates concerning Electoral Reform. Manager Lockerby will address her concerns.

Public Comments by email.

Judy Mendel-Subject about hiring a Sustainability Director.

Adjournment.

Motion to adjourn at 9:35 p.m.

Moved: Trustee Sutker

Seconded: Trustee Klein

Ayes: Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen

Nays: None.

Absent: None.

MOTION CARRIED

Sylvia Luke Deputy Clerk

Approved:

Mayor Van Dusen

A Closed session was held in the main floor conference room at 9:38 p.m. Those present were Mayor Van Dusen, Trustees Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein, and Corporation Counsel Lorge. The meeting ended at 11:10 p.m.

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**VILLAGE OF SKOKIE
VOUCHER REPORT #18
February 6, 2023**

<u>FUND</u>	<u>AMOUNT</u>
001 - GENERAL FUND	\$ 1,816,825
002 - WATER FUND	83,572
003 - MOTOR FUEL TAX FUND	73,120
008 - COMMUNITY DEVELOPMENT BLOCK	750
013 - CASH ESCROW FUND	23,990
017 - CTA PARKING LOT FUND	107
020 - CAPITAL PROJECTS FUND	1,138,396
022 - CASUALTY SELF INSURANCE	140,103
025 - ECONOMIC DEVELOPMENT FUND	10,274
030 - OAKTON & NILES TIF	\$ 10,480
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ALL FUNDS TOTAL	\$ 3,297,618
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**VILLAGE OF SKOKIE
VOUCHER REPORT # 18
FEBRUARY 6, 2023**

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
194831	01/19/2023	1ST EQUITY BANK	BD BOND REFUND-3956 DEMPSTTER STREET	\$ 1,000.00
195043	01/26/2023	A & J SEWER SERVICE	PUMP GREASE TRAP STATION #16	290.00
195044	01/26/2023	A & J SEWER SERVICE	PUMP GREASE TRAP 9050 GROSS POINT	179.00
194669	01/13/2023	A K UNDERGROUND INC	CATCH BASINS & INLETS	7,215.00
195042	01/26/2023	A-B WINDOW CLEANING COMPANY	PW & VH WINDOW CLEANING	680.50
195049	01/26/2023	ABLE DISTRIBUTORS	OXYGEN TANKS	18.09
195039	01/26/2023	ACME TRUCK BRAKE & SUPPLY CO	BRAKE PARTS FOR FIRE TRUCK 102	801.79
194609	01/11/2023	ACME TRUCK BRAKE & SUPPLY CO	ABS VALVE FOR 107	132.29
194628	01/11/2023	ACME TRUCK BRAKE & SUPPLY CO	BRAKE PADS FOR AMBULANCE 17	87.89
194798	01/18/2023	ACME TRUCK BRAKE & SUPPLY CO	3 WAY VALVE NO-NC	150.00
194924	01/23/2023	ADA C ORTIZ	BD BOND REFUND-5341 GEORGE STREET	500.00
194925	01/23/2023	ADA C ORTIZ	BD BOND REFUND-5341 GEORGE STREET	3,000.00
195189	01/30/2023	ADP SCREENING & SELECTION SERVICES	PRE-PLACEMENT BACKGROUND CHECKS	57.22
195227	01/31/2023	ADVANCE AUTO PARTS	AIR FILTER	113.74
195228	01/31/2023	ADVANCE AUTO PARTS	OIL FILTER	99.48
195213	02/01/2023	ADVANCED CLEANING SYSTEMS INC	DECEMBER GARAGE CLEANING	455.00
195215	02/01/2023	ADVANCED CLEANING SYSTEMS INC	MONTHLY JANITORIAL SERVICES -FEB INVOICE 2022	7,734.82
195231	02/01/2023	ADVANCED CLEANING SYSTEMS INC	EXPOSED DUCT WORK CLEANING	4,276.00
194592	01/11/2023	ADVANCED CLEANING SYSTEMS INC	JAN '23 SERVICE FOR PW & VH	5,682.24
194923	01/23/2023	ADVANCED WEIGHING SYSTEMS INC	TRUCK SCALE RE-CERTIFICATION WITH STATE OF IL DEPT. OF AGRICULTURE	200.00
194838	01/20/2023	AIR ONE EQUIPMENT INC	BREATHING AIR QUALITY TEST	165.00
194826	01/19/2023	AL WARREN OIL CO. INC.	DIESEL	25,355.25
194827	01/19/2023	AL WARREN OIL CO. INC.	UNLEADED GAS	19,175.60
195195	01/30/2023	ALAN F FRIEDMAN PH.D., INC	PREPLACEMENT EVALUATIONS	725.00
195196	01/30/2023	ALAN F FRIEDMAN PH.D., INC	PREPLACEMENT EVALUATIONS	725.00
195207	01/31/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	120.77
195208	01/31/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	10.67
195209	01/31/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	38.40
195210	01/31/2023	AMAZON CAPITAL SERVICES	APC UPS BATTERY REPLACEMENT/WIRELESS KEYBOARDS	213.03
195214	01/25/2023	AMAZON CAPITAL SERVICES	TONER CARTRIDGES	171.78
195109	01/27/2023	AMAZON CAPITAL SERVICES	FIRSTAID KIT	37.99
195125	01/27/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	22.99
195122	01/27/2023	AMAZON CAPITAL SERVICES	ENV HEALTH MINOR EQUIPMENT AND TOOLS	43.14
195123	01/27/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	51.82
195150	01/30/2023	AMAZON CAPITAL SERVICES	SANDISK 1TB FLASH DRIVE -BARKHOO	129.99
195151	01/30/2023	AMAZON CAPITAL SERVICES	SCOTCH TAPE REFILLS	81.98
195152	01/30/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES -MALTESE	26.77
195153	01/30/2023	AMAZON CAPITAL SERVICES	LASER DISTANCE MEASURE -MALTESE	79.11
195154	01/30/2023	AMAZON CAPITAL SERVICES	WHITEBOARD/BRACKETS/CHARGER -MALTESE	99.88
195155	01/30/2023	AMAZON CAPITAL SERVICES	BBQ GRILL SUPPLIES -MALTESE	108.98
195186	01/30/2023	AMAZON CAPITAL SERVICES	FLAG	11.99
195187	01/30/2023	AMAZON CAPITAL SERVICES	FLAG	29.99
194988	01/25/2023	AMAZON CAPITAL SERVICES	SUPPLIES IPLAN/COLLECTIVE INPACT EVENT	567.78
194997	01/25/2023	AMAZON CAPITAL SERVICES	STREAMLIGHT TACTICAL LIGHT -DICKINSON	129.17
195005	01/25/2023	AMAZON CAPITAL SERVICES	UNIFORM ITEMS -JIMERI	188.54
195006	01/25/2023	AMAZON CAPITAL SERVICES	DROP DOWN TV CEILING MOUNT -RUSSELL	637.02
195015	01/25/2023	AMAZON CAPITAL SERVICES	TACTICAL MAG POUCH -BLANCO	13.49

**VILLAGE OF SKOKIE
VOUCHER REPORT # 18
FEBRUARY 6, 2023**

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
195017	01/25/2023	AMAZON CAPITAL SERVICES	LEXMARK BLACK TONER -MALTESE	267.76
195018	01/25/2023	AMAZON CAPITAL SERVICES	PHOTO SCANNERS -BERKOWITZ	999.98
194833	01/19/2023	AMAZON CAPITAL SERVICES	LEASHES FOR ANIMAL CONTROL -MAGGI	38.96
194836	01/20/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	22.99
194857	01/20/2023	AMAZON CAPITAL SERVICES	VELCRO ROLL - (FOR MOURNING SHROUDS) HONOR GUARD	30.50
194858	01/20/2023	AMAZON CAPITAL SERVICES	CRR BRUSHES	81.40
194859	01/23/2023	AMAZON CAPITAL SERVICES	STETHESCOPIES	112.68
194860	01/23/2023	AMAZON CAPITAL SERVICES	KITCHENWARE	102.56
194861	01/23/2023	AMAZON CAPITAL SERVICES	O2 STORAGE RACK	233.98
194862	01/23/2023	AMAZON CAPITAL SERVICES	HAZMAT SUPPLIES	120.18
194863	01/23/2023	AMAZON CAPITAL SERVICES	FPB SUPPLIES	14.97
194864	01/23/2023	AMAZON CAPITAL SERVICES	STATION 16 WIFI EQUIPMENT	1,151.45
194800	01/18/2023	AMAZON CAPITAL SERVICES	RAT CONTROL SUPPLIES	279.05
194810	01/18/2023	AMAZON CAPITAL SERVICES	NURSING HANDBOOK	47.69
194811	01/19/2023	AMAZON CAPITAL SERVICES	BADGING SUPPLIES	75.73
194910	01/23/2023	AMAZON CAPITAL SERVICES	SSD ENCLOSURE ADAPTER, USB 3.2 GEN 2-BARKHOO	18.99
194926	01/23/2023	AMAZON CAPITAL SERVICES	WHITEBOARD TAPE FOR FPB	6.99
194927	01/23/2023	AMAZON CAPITAL SERVICES	FELT FOR RADIO CHARGERS	6.95
194937	01/23/2023	AMAZON CAPITAL SERVICES	AMAZON - OFFICE SUPPLIES	12.73
194938	01/23/2023	AMAZON CAPITAL SERVICES	AMAZON - OFFICE SUPPLIES	301.23
194935	01/23/2023	AMAZON CAPITAL SERVICES	APPLIANCE FOR COMM -BARKHOO	199.95
194944	01/23/2023	AMAZON CAPITAL SERVICES	TONER CARTRIDGE REPLACEMENT -MALTESE	42.98
194945	01/23/2023	AMAZON CAPITAL SERVICES	APPLIANCE FOR COFFEE STATION -MALTESE	438.99
194946	01/23/2023	AMAZON CAPITAL SERVICES	BINDERS/MOUSE PADS -BARKHOO	193.91
194948	01/23/2023	AMAZON CAPITAL SERVICES	LAUNDRY DETERGENT/WASHING MACHINE CLEANER -MALTESE	70.34
194949	01/23/2023	AMAZON CAPITAL SERVICES	REINFORCED COPY PAPER -BARKHOO	76.08
194867	01/18/2023	AMAZON CAPITAL SERVICES	TONER FOR FINANCE	219.98
194850	01/20/2023	AMAZON CAPITAL SERVICES	DOCUMENT SCANNER FOR AP	419.99
194852	01/20/2023	AMAZON CAPITAL SERVICES	OXYGEN TANK STORAGE RACK	299.98
194853	01/20/2023	AMAZON CAPITAL SERVICES	PAINT PENS	54.10
194893	01/23/2023	AMAZON CAPITAL SERVICES	RETURN OF O2 CYLINDER RACK	(201.98)
194607	01/11/2023	AMAZON CAPITAL SERVICES	LED BEACON LIGHTS	47.78
194682	01/13/2023	AMAZON CAPITAL SERVICES	AIR PURIFIER	159.99
194734	01/17/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	33.09
195026	01/25/2023	AMS MECHANICAL SYSTEMS, INC ATTN AM	BD BOND REFUND-8232 MONTICELLO AVE	240.00
194689	01/13/2023	ANDERSON ELEVATOR CO	JAN MAINT	220.00
194672	01/13/2023	ANDERSON LOCK COMPANY LTD	SWITCH REPLACEMENT KIT	221.90
194735	01/17/2023	ANDERSON LOCK COMPANY LTD	DIGITAL KEYPAD LOCK	393.67
194653	01/12/2023	ANDERSON LOCK COMPANY LTD	STOREROOM MORTISE LOCK	624.32
194942	01/23/2023	ANDY FRAIN SERVICES, INC.	CROSSING GUARD SERVICES -DECEMBER 2022	22,396.60
194737	01/17/2023	ANIMAL MEDICAL CENTER	ANIMAL CONTROL FEES MULTIPLE INVOICES -DECEMBER 2022	311.33
194793	01/12/2023	ARROW ROAD CONSTRUCTION	2022 HPPP #1	433,574.50
194779	12/19/2022	AT&T	PHONE SERVICE	763.26
194780	12/19/2022	AT&T	PHONE SERVICE	2,471.19
195221	01/19/2023	AT&T	PHONE SERVICE	2,471.19
195223	01/19/2023	AT&T	PHONE SERVICE	1,366.05
194784	01/18/2023	AT&T MOBILITY	MONTHLY SERVICE PUBLIC WORKS	495.23

**VILLAGE OF SKOKIE
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Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
194701	01/13/2023	AT&T MOBILITY	HOTSPOT DEC-2022	514.14
194631	01/11/2023	AT&T MOBILITY	AT&T SERVICE	1,340.88
194904	01/23/2023	AUTHORIZED PHOTO SERVICE INC	CAMERA REPAIR & MAINTENANCE FOR NIKON #2 AF-S LENS S/N 6114748	45.00
194905	01/23/2023	AUTHORIZED PHOTO SERVICE INC	CAMERA REPAIR & MAINTENANCE FOR NIKON #2 AF-S LENS S/N 6060610	45.00
194906	01/23/2023	AUTHORIZED PHOTO SERVICE INC	CAMERA REPAIR & MAINTENANCE FOR #2 NIKON D-SLR S/N 3073806	135.00
194728	01/17/2023	AVI SYSTEMS INC	RENEWAL OF ANNUAL TECH SUPPORT FOR MEDIA OFFICE EQUIPMENT	5,175.00
195190	01/30/2023	AWARD CONCEPTS, INC	SERVICE AWARDS GIFT ORDER PACKETS	662.73
195191	01/30/2023	AWARD CONCEPTS, INC	REPRINTED GIFT ORDER FORMS	38.34
195157	01/30/2023	BAXTER AND WOODMAN	2019 GREEN ALLEYS	1,051.25
195158	01/30/2023	BAXTER AND WOODMAN	2022 MS4 SERVICES	3,000.00
194936	01/23/2023	BERG & BERG	PARKING ENFORCEMENT 12/14/2022 AND 01/11/2023	600.00
194658	01/12/2023	BILL'S PLUMBING & SEWER	BD BOND REFUND-8045 KOSTNER AVE	2,500.00
194865	12/31/2022	BLUE CROSS BLUE SHIELD OF IL	EMPLOYEE INSURANCE CLAIMS	1,166,281.39
195076	01/27/2023	BONNELL INDUSTRIES INC	AUGER MOTOR FOR 140	991.32
194752	01/17/2023	BOUND TREE MEDICAL LLC	O2 MEDICAL DEVICES	232.15
194756	01/17/2023	BOUND TREE MEDICAL LLC	OXYGEN AND NASOPHARYNGEAL	255.17
194754	01/17/2023	BOUND TREE MEDICAL LLC	O2 REGULATOR	46.43
195019	01/25/2023	BRASCO INTERNATIONAL INC.	5 X 12 SLIMLINE SERIES ALUMINUM STRUCTURE - BUS SHELTER	10,900.00
194727	01/17/2023	BRIAN AUGUSTINE	REIMBURSEMENT FOR CODE ENFORCEMENT TRAINING BOOKS FR ICC	322.00
194981	01/24/2023	BS&A SOFTWARE	PERMIT AND ANIMAL LICENSE SYSTEM ANNUAL SERVICE	2,067.00
194665	01/13/2023	CAGAN MANAGEMENT GROUP	EMERGENCY FUNDS ASSISTANCE	472.00
195097	01/27/2023	CARROT TOP INDUSTRIES INC	FLAG	99.99
195133	01/30/2023	CDS OFFICE TECHNOLOGIES	AP'S MOVED TO SINGLE CLUSTER/VLAN CHANGES -BARKHOOD	487.50
194677	01/13/2023	CDW GOVERNMENT INC	TRANSCEND 128GB JETFLASH	207.20
194808	01/18/2023	CHARLOTTE BISHOP	BD BOND REFUND-9407 SPRINGFIELD AVE	300.00
194776	01/17/2023	CHICAGO COMMUNICATIONS LLC	RADIO ENCRYPTION KEY FOR TWO RADIOS	70.00
195003	12/31/2022	CHICAGO TRIBUNE	BID ADVERTISING	94.36
195192	01/30/2023	CHICAGO TRIBUNE MEDIA GROUP	BULK JOB POSTINGS	2,600.00
195038	01/26/2023	CINTAS	FIRST AID RESTOCK - AUTO	205.74
194674	01/13/2023	CINTAS	RESTOCK MEDICINE	203.10
194725	01/17/2023	CINTAS	FIRST AID RESTOCK - AUTOMOTIVE	232.06
194726	01/17/2023	CINTAS	FIRST AID RESTOCK - AUTOMOTIVE	217.94
194732	01/17/2023	CINTAS	FIRST AID RESTOCK - AUTOMOTIVE	205.99
194612	01/11/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	112.60
194614	01/11/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	110.45
194615	01/11/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	113.83
195095	01/27/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	188.71
195096	01/27/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	107.97
195086	01/27/2023	CITY OF CHICAGO	MONTHLY BILL	1,259.50
194651	01/12/2023	CITY WELDING SALES & SERVICE INC	ACETYLENE	156.24
194785	01/18/2023	CITY WELDING SALES & SERVICE INC	ACETYLENE DISSOVLED	18.10
194731	01/17/2023	CIVICPLUS	ELECTRONIC CODE UPDATES FY2023 - PDF SUPPLEMENT 185	471.50
194696	01/13/2023	CLAIM MANAGEMENT CONSULTANTS LLC	SETTLEMENT PRE-FUNDING 1 11 2023	58,568.30
194589	01/11/2023	CLAIM MANAGEMENT CONSULTANTS LLC	PREFUNDING FOR WC LIT SETTLEMENT	25,000.00
194985	01/25/2023	CLAIM MANAGEMENT CONSULTANTS LLC	REPLENISHMENT OF ACCT 1 16 23	17,068.74
195193	01/30/2023	CLARK BAIRD SMITH LLP	FOR LEGAL SERVICES RENDERED THROUGH 12/31/22	10,349.50
194974	01/24/2023	CLEAR CHOICE HEADSETS AND TECH	EAR MOLD HEADSET - COM OP ALMEIDA	108.00

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194975	01/24/2023	CLEAR CHOICE HEADSETS AND TECH	REPLACEMENT HEADSET MODULE	335.00
194990	01/25/2023	CLEAR PIPE INC	BD BOND REFUND-9420 KEELER AVE	1,500.00
195041	01/26/2023	COMCAST BUSINESS	MONTHLY SERVICE	31.59
194678	01/13/2023	COMCAST BUSINESS	INTERNET SERVICE - DECEMBER 2022	1,103.21
194700	01/13/2023	COMCAST BUSINESS	MONTHLY BILL	203.68
194755	01/17/2023	COMED	5019 CAROL ST LITE RT/25	24.07
194757	01/17/2023	COMED	7949 LINCOLN AVE	728.16
194758	01/17/2023	COMED	MTRD STRT LGHTS 9990 SKOKIE BLVD	674.09
194753	01/17/2023	COMED	LITE METER, GOLF RD	868.25
194748	01/17/2023	COMED	RT/25 8051 CENTRAL PARK	600.52
194749	01/17/2023	COMED	LITE 8109 LAWNDALE	505.12
194750	01/17/2023	COMED	LITE 3360 CLEVELAND ST	392.86
194676	01/13/2023	COMED	PARKING LOTS 8200 SKOKIE BLVD	398.07
194596	01/11/2023	COMED	EAST PRAIRIE LITE RT/23 & ST LOUIS	21,236.27
194597	01/11/2023	COMED	8651 SKOKIE BLVD	142.29
194598	01/11/2023	COMED	8901 SKOKIE BLVD	19.60
194599	01/11/2023	COMED	5127 OAKTON ST	447.36
194600	01/11/2023	COMED	O NILES AVE & SEARLE PKWY	404.29
194601	01/11/2023	COMED	LITE 8000 LOCKWOOD AVE	506.72
194602	01/11/2023	COMED	8157 CENTRAL PARK AVE, STATION #17	36.45
194603	01/11/2023	COMED	MTRD STRT LGHT CONTR 4536 OAKTON ST	731.41
194604	01/05/2023	COMED	ELECTRICITY-5001 DEMPSTER STREET PK LOT	107.38
194816	01/19/2023	COMED	LITE, CONTROLLER 4031 OAKTON	895.48
194817	01/19/2023	COMED	KISS & RIDE 8150 SKOKIE BLVD	211.50
194818	01/19/2023	COMED	LITE & LINCOLN #1 8350 LINCOLN AVE	7.11
194819	01/19/2023	COMED	LITE RT 25, CONTR#2 STRT LITE 8350 LINCOLN AVE	266.16
194820	01/19/2023	COMED	8001 NILES AVE	1,090.45
194821	01/19/2023	COMED	ELECTRIC SERVICE	1,293.65
194956	01/24/2023	COMED	O EAST PRAIRIE RD LITE, RT/23 & ST. LOUIS	24,464.57
195033	01/26/2023	COMMERCIAL TIRE SERVICES INC	SQUAD CAR TIRES	1,256.24
195080	01/27/2023	COMMERCIAL TIRE SERVICES INC	TIRES FOR 56	464.52
195081	01/27/2023	COMMERCIAL TIRE SERVICES INC	TIRES- FIRE TRUCK 102	1,611.92
195082	01/27/2023	COMMERCIAL TIRE SERVICES INC	TIRES FOR 136	805.00
195071	01/26/2023	COMMERCIAL TIRE SERVICES INC	SQUAD CAR TIRES	971.10
194787	01/18/2023	COMMERCIAL TIRE SERVICES INC	FUELMAX RTD	1,600.20
194764	01/17/2023	COMPASS MINERALS	BULK ROCK SALT	48,669.87
195142	01/31/2023	COMPONENT FABRICATORS INC	REPLACEMENT CABLES	123.93
195194	01/30/2023	CONRAD POLYGRAPH INC	PREPLACEMENT EVALUATIONS	360.00
195098	01/27/2023	CONTOUR LANDSCAPING INC	MONTHLY MAINTENANCE - CRAWFORD MEDIANS	152.00
195099	01/27/2023	CONTOUR LANDSCAPING INC	EAST INDUSTRIAL LANDSCAPE MAINT / MULCH APRIL - JUNE 2022 (AP 1 OF 2)	272.50
195100	01/27/2023	CONTOUR LANDSCAPING INC	EAST INDUSTRIAL MAINTENANCE JUL 22 - JUL 23 (AP 2 OF 2)	90.50
195102	01/27/2023	CONTOUR LANDSCAPING INC	POLICE STATION LANDSCAPE MAINTENANCE	262.00
195103	01/27/2023	CONTOUR LANDSCAPING INC	S/E INDUSTRIAL LANDSCAPE MAINTENANCE	340.00
195104	01/27/2023	CONTOUR LANDSCAPING INC	CTA DEMPSTER LNDSKP & STRT SCP MAINTENANCE - NO MULCH	456.00
195105	01/27/2023	CONTOUR LANDSCAPING INC	CTA SKOKIE BLVD/OAKTON LNDSKP & STRT SCP MAINTENANCE JULY 22 - JUN23 - NO MULCH	465.00
194934	01/23/2023	COOK COUNTY TREASURER	4TH QUARTER OF 2022 TRAFFIC SIGNAL MAINTENANCE FOR COOK COUNTY	6,266.25
194984	01/06/2023	COTG	PRINTER MNTNC.	76.00

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195212	01/27/2023	COTG	PRINTER MNTNC.	2,227.05
194697	01/13/2023	CSC CYBERTEK CORPORATION	MAINTENANCE CONTRACT MARCH 2023 TO FEB 2024	13,506.00
195249	02/01/2023	CUSTARDO LAW LLC	T. FANG SETTLEMENT	5,000.00
194829	01/19/2023	DAVID MEREL	EFA/ABDUL BAREKZAI/4865 WRIGHT TERR SKOKIE, IL 60077	715.00
194832	01/19/2023	DAVID PROSNITZ	BD BOND REFUND-9015 LOWELL AVE	1,500.00
194986	01/25/2023	DEBRA PROTTSMAN	SETTLEMENT MEETING	22.67
194987	01/25/2023	DEBRA PROTTSMAN	OFFICE SUPPLIES	147.22
194717	01/13/2023	DELL MARKETING LP	DELL POWER ADAPTER	183.00
194718	01/13/2023	DELL MARKETING LP	OPTIPLEX 7000 SMALL FORM FACTOR	5,881.05
194792	01/18/2023	DOUGLAS TRUCK PARTS	GR 65 BATTERY	234.22
195129	01/30/2023	DR. ROBIN KROLL	ADVANCED PEER SUPPORT 7 ATTENDEES @\$350 EACH	2,450.00
195032	01/26/2023	DRIVETRAIN SERVICE & COMPONENTS INC	DRIVE SHAFT WORK ON 140	496.93
194635	01/13/2023	ELLIS HARRIS	EMERGENCY FUNDS ASSISTANCE	1,500.00
194834	01/20/2023	E NETWORK SUPPLY	BD BOND REFUND-4850 MAIN STREET	500.00
194941	01/23/2023	EMERGENCY MEDICAL PRODUCTS INC	PULSE OX SPO2/ BP CUFFS	1,569.82
194722	01/17/2023	EMERGENCY MEDICAL PRODUCTS INC	DRUG BOX REPLACEMENTS INSERTS AND GENRAL MAINTENACE	448.76
194765	01/17/2023	EMERGENCY MEDICAL PRODUCTS INC	DRUG BOX REPLACEMENTS INSERTS AND GENRAL MAINTENACE	1,914.09
194766	01/17/2023	EMERGENCY MEDICAL PRODUCTS INC	MEDICAL - LAB SUPPLIES	1,498.50
194996	01/25/2023	ENTENMANN ROVIN COMPANY	ID/BADGE BASKETWEAVE CASES	427.50
195130	01/30/2023	EQUIFAX INFORMATION SVCS LLC	LOCAL CREDIT REPORT & ANCILLIARY SERVICES -JAN 2023	25.64
194781	01/18/2023	EXCEL ENVIRONMENTAL SERVICES	OILY SOLIDS	898.80
195089	01/27/2023	FAST MRO SUPPLIES INC	BRAKE CLEAN	219.39
194630	01/11/2023	FIRE DEX GW, LLC	CLEANING SERVICES	648.00
194911	01/23/2023	FIRE INVESTIGATORS STRIKEFORCE	FIRE INVESTIGATOR STRIKE FORCE MEMBERSHIP	75.00
195246	02/01/2023	FIRST RESPONDERS WELLNESS CENTER	WELLNESS PROGRAM POLICE DEPT	825.00
195101	01/27/2023	FIRST TAKE INC	VIDEOGRAPHY SERVICES FOR FY2023 - DECEMBER 2022	2,050.00
194788	01/18/2023	FORCE AMERICA DISTRIBUTING LLC	2/4 BOLT B	653.73
194992	01/25/2023	Forever Home Renovations, LLC	BD BOND REFUND-3509 ARCADIA ST	300.00
195160	01/30/2023	FORMTRAN INC	ANNUAL FEE FOR TELEFORM	2,364.00
194638	01/12/2023	FRANCOTYP-POSTALIA INC	POSTBASE METER	234.00
195075	01/26/2023	FREDERICK DOSCH	REIMBURSEMENT FOR OVERPAYMENT OF PREMIUM	734.50
194973	01/24/2023	FREEDOM FOREVER ILLINOIS	BD BOND REFUND -7527 KEELER AVE	300.00
194825	01/19/2023	G & L CONTRACTORS INC	CURBS AND WALKS	8,305.00
195035	01/26/2023	G & M TRUCKING INC	CA-7 STONE	475.37
195117	01/27/2023	G & M TRUCKING INC	DIRT REMOVED	2,366.21
195239	02/01/2023	G & M TRUCKING INC	SAND & STONE DELIVERED, DIRT REMOVED (AP 1 OF2)	3,030.95
195240	02/01/2023	G & M TRUCKING INC	SAND & STONE DELIVERED, DIRT REMOVED (AP 2 OF 2)	1,200.00
195070	01/26/2023	GALLAGHER MATERIALS INC	COLD PATCH	3,572.55
194823	01/19/2023	GALLAGHER MATERIALS INC	COLD PATCH	3,642.93
194824	01/19/2023	GALLAGHER MATERIALS INC	COLD PATCH	3,580.20
195000	01/25/2023	GALLS LLC	TACTICAL SHIRTS -LARSON	88.00
194650	01/12/2023	GASAWAY DISTRIBUTORS INC	LIQUID SALT BRINE	2,025.00
194619	01/11/2023	GENUINE PARTS COMPANY	HYDRAULIC FITTINGS	82.80
194617	01/11/2023	GENUINE PARTS COMPANY	BATTERIES FOR 155	277.08
195074	01/26/2023	GENUINE PARTS COMPANY	BRAKE KIT FOR 88	244.33
195169	01/30/2023	GENUINE PARTS COMPANY	CONTROL ARM AND BALL FOR #19	309.04
195170	01/30/2023	GENUINE PARTS COMPANY	GOLD AIR FILTER	44.80

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195171	01/30/2023	GENUINE PARTS COMPANY	V-RIBBED BELT	54.08
195172	01/30/2023	GENUINE PARTS COMPANY	RUBBER VALVE FOR 16 FORD INTERCEPTOR	10.40
195173	01/30/2023	GENUINE PARTS COMPANY	HOSE FITTING	175.05
195174	01/30/2023	GENUINE PARTS COMPANY	BRAKE KIT FOR 05 FORD RANGER	146.01
195175	01/30/2023	GENUINE PARTS COMPANY	FUSE HOLDER	11.36
195176	01/30/2023	GENUINE PARTS COMPANY	LED WORK LAMP ASSY	63.95
195177	01/30/2023	GENUINE PARTS COMPANY	HYD HOSE FITTINGS	141.60
195181	01/30/2023	GENUINE PARTS COMPANY	FUEL FILTER	20.94
195182	01/30/2023	GENUINE PARTS COMPANY	FUEL & OIL FILTER	60.41
195183	01/30/2023	GENUINE PARTS COMPANY	TRANS FILTER	77.46
195179	01/30/2023	GENUINE PARTS COMPANY	WIPER BLADES	26.22
194913	01/23/2023	GEORGE HATZIS	REIMBURSEMENT FOR UNIFORM SHOES -HATZIS	75.00
195219	01/31/2023	GEWALT HAMILTON ASSOCIATES INC	OAKTON TERRACE ROADWAY CONSTRUCTION	15,979.20
195220	01/31/2023	GEWALT HAMILTON ASSOCIATES INC	OAKTON TERRACE ROADWAY CONSTRUCTION	2,167.00
195217	01/31/2023	GEWALT HAMILTON ASSOCIATES INC	OAKTON TERRACE ROADWAY CONSTRUCTION	4,193.50
194847	01/20/2023	GIANLUCA PELLEGRINO	REIMBURSEMENT FOR TIU UNIFORM ITEMS -PELEGRINO	140.00
194613	01/11/2023	GOLF MILL FORD	O2 SENSOR	67.34
194610	01/11/2023	GOLF MILL FORD	TIRE SENSOR	35.06
194663	01/12/2023	GRAINGER	FUEL HOSE	94.20
195050	01/26/2023	GRAINGER	RETURN	(10.00)
195053	01/26/2023	GRAINGER	RANGE PARTS -ODESHOO	4.35
195054	01/26/2023	GRAINGER	RANGE PARTS -ODESHOO	90.53
195055	01/26/2023	GRAINGER	RANGE PARTS -ODESHOO	15.24
195056	01/26/2023	GRAINGER	FLOOD BARRIER & EMERG KIT	252.26
195057	01/26/2023	GRAINGER	V-BELT	81.50
195058	01/26/2023	GRAINGER	ELECTRONIC FLUOR BALLAST	277.60
195059	01/26/2023	GRAINGER	LINEAR FLUOR BULB	191.20
195060	01/26/2023	GRAINGER	LINEAR FLUOR BULB	62.46
195061	01/26/2023	GRAINGER	V-BELT	154.98
195062	01/26/2023	GRAINGER	FLITER CARTRIDGE & FLUOR BALLAST	260.18
195063	01/26/2023	GRAINGER	TEMP HUMIDITY METER	171.64
195064	01/26/2023	GRAINGER	V-BELT	51.60
195065	01/26/2023	GRAINGER	PLUG	26.58
195066	01/26/2023	GRAINGER	EXTENSION CORD	159.66
194681	01/13/2023	GROOT INDUSTRIES INC	MEMBER TRASH	763.36
195226	01/31/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICE FOR H&H ELECTRIC - DECEMBER 2022	29,273.35
195146	01/30/2023	HARRY MCDONOUGH	SUPPLIES FOR CUTTING VISITATION	606.38
194805	01/18/2023	HEALTH INSPECTION PROFESSIONALS INC	HEALTH INSPECTIONS DEC 2022	3,750.00
195211	01/31/2023	HENRICHSSEN'S FIRE EQUIPMENT CO	MAINTENANCE ON VEHICLE FIRE EXTINGUISHERS 2022	1,273.85
194954	12/20/2022	HOME DEPOT CREDIT SERVICES	MISC. TOOLS AND HARDWARE	1,063.08
194977	01/24/2023	IAED	EMD RECERT - BARKHOOD, ANDERSON, ABBOUD	165.00
194897	01/23/2023	IAFC MEMBERSHIP	ANNUAL MEMBERSHIP - ESCHNER	215.00
194898	01/23/2023	IAFC MEMBERSHIP	ANNUAL MEMBERSHIP - HOEFELICH	215.00
194932	01/23/2023	IAPEM	2023 MEMBERSHIP RENEWAL FOR CSO'S L. WERNER, B. MIURA, & J. BERKOWITZ	105.00
194647	01/12/2023	IDPH	DEATH SURCHARGE	100.00
194648	01/12/2023	IDPH	DEATH SURCHARGE	60.00
195014	01/25/2023	IGNITE HOLDINGS LLC	INV FOR INSIDE THE SKEV 2023 KICKOFF EVENT	500.00

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195197	01/30/2023	ILCMA	JOB POSTING - FD MGT ANALYST	50.00
195198	01/30/2023	ILCMA	JOB POSTING - SOCIAL WORKER	50.00
195147	01/30/2023	ILLINOIS DIVISION IAI	NEW 2023 MEMBERSHIP DUES FOR 3 OFFICERS	75.00
194943	01/23/2023	ILLINOIS PUBLIC HEALTH ASSOCIATION	TRAINING FOR JENNIFER DAVIS	75.00
194812	01/19/2023	ILLINOIS STATE POLICE	BACKGROUND CHECK	28.25
194982	01/17/2023	IMPACT NETWORKING LLC	COPY PAPER	559.50
195092	01/27/2023	IMPERIAL SUPPLIES LLC	HYD HOSE AND FITTINGS FOR FLOWS	584.20
194797	01/18/2023	IMPERIAL SUPPLIES LLC	GATES MEGA	184.10
195218	01/31/2023	IMPRINT ENTERPRISES INC	SQUAD CAR TICKET PAPER	3,097.80
194933	01/23/2023	INTERNATIONAL ASSN FOR PROPERTY	2023 IAPE RENEWAL FOR CSO WERNER	65.00
194914	01/23/2023	INTERNATIONAL ASSN FOR PROPERTY	2023 IAPE RENEWAL FOR CSO J. BERKOWITZ	65.00
194915	01/23/2023	INTERNATIONAL ASSN FOR PROPERTY	2023 IAPE RENEWAL FOR CSO B. MIURA	65.00
195052	01/26/2023	INTERSTATE BILLING SERVICE INC	AIR BRAKE KIT 111T	81.24
195090	01/27/2023	INTERSTATE POWER SYSTEMS INC	TURBO CLEVIS PIN FOR FIRE TRUCK 101	28.69
195079	01/27/2023	INTERSTATE POWER SYSTEMS INC	PCM PROGRAMMING FOR FIRE TRUCK 109	465.45
195229	01/31/2023	INTERSTATE POWER SYSTEMS INC	SEALING RING 109	6.00
194608	01/11/2023	IRA HOCHBERG	FUEL TANK COVER	156.00
195023	01/25/2023	ISABEL MACHADO	BD BOND REFUND- 55 SALEM LN	500.00
195024	01/25/2023	ISABEL MACHADO	BD BOND REFUND- 55 SALEM LN	500.00
195025	01/25/2023	ISABEL MACHADO	BD BOND REFUND- 55 SALEM LN	250.00
194822	08/15/2022	ISBS	COPIER MNTNC	1,325.73
194842	01/20/2023	J G UNIFORMS INC	UNIFORM REQUEST -GRONKE	239.97
194843	01/20/2023	J G UNIFORMS INC	PROMOTION TO SERGEANT -MCCUNE	226.80
194916	01/23/2023	J G UNIFORMS INC	VEST COVER ORDER -KHAN	233.00
194618	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTIONS	350.00
194616	01/11/2023	J G UNIFORMS INC	UNIFORM ALLOWANCE	216.00
194621	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTIONS	63.00
194623	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTIONS	64.00
194624	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTIONS	42.00
194625	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	93.00
194626	01/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	79.00
194830	01/19/2023	JACOB THOMAS	EFA/MARY DUSEK/8232 NILES CENTER RD #102 SKOKIE, IL 60077	1,500.00
194854	01/20/2023	JAMES POTHAST	BD BOND REFUND-8118 KEELER AVE	500.00
194855	01/20/2023	JAMES POTHAST	BD BOND REFUND-8118 KEELER AVE	250.00
195021	01/25/2023	JEFFERY LAU	BD BOND REFUND-4310 ENFIELD AVE	1,500.00
194576	01/10/2023	JEFFREY J HOEFLICH	REIMBURSEMENT FOR FUNERAL FLOWERS FROM SFD/BURKE FAMILY	138.40
194835	01/20/2023	JONATHAN LEAVITT	FLAVORED NICOTINE PURCHASE	30.43
194762	01/17/2023	JONES & BARTLETT LEARNING LLC	EMERGENCY MEDICAL TECHNICIAN BOOKS	924.64
195238	02/01/2023	JULIE INC	ANNUAL PRINT/EMAIL & FAX TRANSMISSIONS	8,081.02
194952	01/24/2023	K & S TIRE RECYCLING	SCRAP TIRE DISPOSAL	207.57
194595	01/11/2023	K-TECH SPECIALTY COATINGS, INC.	EAST PRAIRIE LITE RT/23 & ST LOUIS	7,387.69
195243	02/01/2023	KAIZAN WC, LLC	EFA/TELENA HILL/ 9114 NILES CENTER RD #1 SKOKIE, IL 60076	800.00
194789	01/18/2023	KENT AUTOMOTIVE	HAND CLEANER & DISPENSER	291.99
195134	01/30/2023	KIESLER POLICE SUPPLY INC	SUREFIRE 2ND GEN SOCOM SUPPRESSOR -GARCIA	1,136.88
194840	01/20/2023	KIWANIS CLUB OF SKOKIE VALLEY	MEMBERSHIP DUES	81.00
195094	01/27/2023	KNAPHEIDE EQUIPMENT CO - CHICAGO	SALT SPREADER CONTROLLER UNIT FOR 122B	947.84
194649	01/12/2023	LAKESHORE RECYCLING SYSTEMS	CONDOMINIUM TRASH & RECYCLING	26,587.25

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195188	01/30/2023	LAKESIDE INTERNATIONAL TRUCKS	DOOR HINGE	64.70
195185	01/30/2023	LAKESIDE INTERNATIONAL TRUCKS	LATCH, BELT & BUCKLE	169.91
194720	01/17/2023	LAPORT INC	ICE MELT	783.51
194736	01/17/2023	LEE JENSEN SALES CO INC	GASCO 34 LITER CALIBRATION TANK	320.00
194894	01/23/2023	LINDE GAS & EQUIPMENT	STATION 17 OXYGEN	145.82
194872	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN	58.80
194873	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN	60.76
194874	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN	60.76
194875	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN STATION 16	58.80
194876	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN @ STATION 16	64.68
194877	01/23/2023	LINDE GAS & EQUIPMENT	OXYGEN STATION 16	64.68
194878	01/23/2023	LINDE GAS & EQUIPMENT	STATION 16 OXYGEN	80.85
194879	01/23/2023	LINDE GAS & EQUIPMENT	STATION 16 OXYGEN	109.45
194881	01/23/2023	LINDE GAS & EQUIPMENT	STATION 16 OXYGEN	104.50
194882	01/23/2023	LINDE GAS & EQUIPMENT	STATION 18 OXYGEN	70.56
194883	01/23/2023	LINDE GAS & EQUIPMENT	STATION 18 OXYGEN	72.91
194884	01/23/2023	LINDE GAS & EQUIPMENT	STATION 18 OXYGEN	70.56
194886	01/23/2023	LINDE GAS & EQUIPMENT	STATION 18 OXYGEN	72.91
194887	01/23/2023	LINDE GAS & EQUIPMENT	STATION 17 OXYGEN	141.12
194890	01/23/2023	LINDE GAS & EQUIPMENT	STATION 17 OXYGEN	145.82
194892	01/23/2023	LINDE GAS & EQUIPMENT	STATION 17 OXYGEN	141.12
194880	01/23/2023	MABAS DIVISION 3	2023 ANNUAL MABAS DIVISION 3 DUES	5,000.00
195242	02/01/2023	MACH 1 INC	BD BOND REFUND-3336 GREENLEAF STREET	500.00
195163	01/30/2023	MACQUEEN EQUIPMENT LLC	FILTERS	143.06
195164	01/30/2023	MACQUEEN EQUIPMENT LLC	FOLD DOWN SEAT SPRING	176.42
195078	01/27/2023	MACQUEEN EQUIPMENT LLC	PUMP SWITCH TRUCK 102	193.47
195067	01/26/2023	MACQUEEN EQUIPMENT LLC	HYDRAULIC FILTERS FOR LADDER 109	21.96
194912	01/23/2023	MAGPUL INDUSTRIES CORP	MAGAZINE SUPPLY FOR SQUAD CARS-ODESHOO	1,681.50
194950	01/24/2023	MARK R PUKAL	CLOTHING DRY GOODS NOTIONS	48.00
195216	01/31/2023	MAYUR JAYANTKUMAR SATHE	TRF TAX REFUND- 8210 ELMWOOD # 210	645.00
195031	01/26/2023	MCDONALDS CORPORATION	DECEMBER 2022 BILLABLE SALES RECEIPTS FROM STORE #7882	22.77
194782	01/18/2023	MCMMASTER CARR SUPPLY CO	NUTS & BOLTS	419.30
194783	01/18/2023	MCMMASTER CARR SUPPLY CO	HOSE FITTING	29.02
194606	01/11/2023	MCMMASTER CARR SUPPLY CO	NUTS AND BOLTS	553.24
194637	01/12/2023	MENARDS MORTON GROVE	MISC SUPPLIES	41.28
194690	01/13/2023	MENARDS MORTON GROVE	DUPLEX CONNECTER & OUTLET	6.44
194691	01/13/2023	MENARDS MORTON GROVE	MISC SUPPLIES	344.78
194692	01/13/2023	MENARDS MORTON GROVE	MISC SUPPLIES	60.28
194694	01/13/2023	MENARDS MORTON GROVE	1X4 6' #3 STANDARD	2.59
194928	01/23/2023	MENARDS MORTON GROVE	CRR SUPPLIES	85.64
194929	01/23/2023	MENARDS MORTON GROVE	ST 16 FITNESS ROOM POWER CORD	21.86
194930	01/23/2023	MENARDS MORTON GROVE	BOLTS AND CAULK FOR BUNTING	30.99
194959	01/24/2023	MENARDS MORTON GROVE	MULTI CUT DIAMOND WHEEL	29.65
194960	01/24/2023	MENARDS MORTON GROVE	GLASS CLEANER	12.64
194961	01/24/2023	MENARDS MORTON GROVE	MISC. SUPPLIES	95.33
194962	01/24/2023	MENARDS MORTON GROVE	SAW & FIBERGLASS PIPE INS	40.04
194963	01/24/2023	MENARDS MORTON GROVE	MED SOFTY LINER	25.46

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194964	01/24/2023	MENARDS MORTON GROVE	PLASTIC ANCHORS	24.75
195184	01/30/2023	MENARDS MORTON GROVE	BUNTING SUPPLIES	34.97
195159	01/30/2023	MENARDS MORTON GROVE	EQUIPMENT SUPPLIES -MALTESE	26.02
195112	01/27/2023	MENARDS MORTON GROVE	MISC SUPPLIES	44.52
195113	01/27/2023	MENARDS MORTON GROVE	PVC PIPE & VENT ELBOW	37.82
195114	01/27/2023	MENARDS MORTON GROVE	PVC ELBOW, TEFLON & TUBE BRUSH	32.47
195115	01/27/2023	MENARDS MORTON GROVE	6 PC FOLD UP INCH HEX	9.77
195108	01/27/2023	MENARDS MORTON GROVE	MISC SUPPLIES	44.43
195145	01/30/2023	METROPOLITAN FIRE CHIEFS ASSN	DUES - HOEFLICH/JAGMAN/ESCHNER	120.00
195241	02/01/2023	MGP INC	GIS STAFFING SERVICES FY2023 - JANUARY 2023	12,982.50
194636	01/12/2023	MICHAEL ZLOTNIK	CLOTHING DRY GOODS NOTIONS	38.47
195149	01/30/2023	MID-STATES ORGANIZED CRIME INFO CTR	2023 ANNUAL MEMBERSHIP FEES -BAKER	300.00
194644	01/12/2023	MOHAMMAD SAADI	VEHICLE STICKER REFUND	40.00
194645	01/12/2023	MOHAMMAD SAADI	VEHICLE STICKER REFUND	40.00
194746	01/17/2023	MONIKA GOLABEK	EFA RENTAL ASSISTANCE FOR MARIA TAYLOR 7638 KEELER AVE #15	1,500.00
194790	01/18/2023	MONROE TRUCK EQUIPMENT	FORCE IGRIP JOYSTICK AND SENSOR	1,257.36
194791	01/18/2023	MONROE TRUCK EQUIPMENT	SENSOR CABLE LED & ADAPTER	764.72
195106	01/27/2023	MOORE LANDSCAPES INC	MAIN ST MEDIANS LANDSCAPE MAINTENANCE	852.00
195107	01/27/2023	MOORE LANDSCAPES INC	DOWNTOWN LANDSCAPE MAINTENANCE CONTRACT 22-23	1,594.00
195124	01/27/2023	MORRISON ASSOCIATES LTD	PROFESSIONAL DEVELOPMENT ANNUAL FEE: JANUARY 1 TO DECEMBER 31, 2023	1,500.00
195230	01/31/2023	MORTON GROVE AUTOMOTIVE WEST	STARTER REBUILD	285.00
194632	01/11/2023	MOTOROLA SOLUTIONS-STARCOM NETWORK	FD STARCOM AIRTIME	1,598.00
194633	01/11/2023	MOTOROLA SOLUTIONS-STARCOM NETWORK	PD STARCOM AIRTIME	5,272.00
194634	01/11/2023	MOTOROLA SOLUTIONS-STARCOM NETWORK	RADIO EARPIECES	368.97
195132	01/30/2023	MUNICIPAL EMERGENCY SERVICES	WATER RESCUE PPE	475.10
194951	01/24/2023	MUNICIPAL MARKING DISTRIBUTORS INC	MARKING PAINT	1,547.00
195013	01/25/2023	NANCY MARONEY	REIMBURSEMENT FOR PURCHASE OF PHOTO BOARDS FOR CUTTING VIEWING	174.07
194991	01/25/2023	NARINDER KUMAR SINGLA	BD BOND REFUND-8343 KEELER AVE	300.00
194907	12/08/2022	NATIONAL BUSINESS FURNITURE LLC	WAITING AREA FURNITURE	4,852.27
194839	01/20/2023	NATIONAL FIRE PROTECTION ASSN	ANNUAL MEMBERSHIP - VRSHEK	175.00
195199	01/30/2023	NCPERS GROUP LIFE INC	IMRF/NCPERS LIFE INSURANCE	1,280.00
195233	01/31/2023	NEMRT	SUPERVISING/MANAGING THE FTO PROCESS -RIGGS	225.00
195016	01/25/2023	NEMRT	TRAIN THE TRAINER TACTICAL TRAUMA & SHOCK MGMT-NGO/RIGGS	250.00
194947	01/23/2023	NEMRT	BUILDING ENTRY/CONTROL TACTICS CLASS -BADAGLIACCO & RUIZ	350.00
195048	01/26/2023	NEUCO INC	DRAFT INDUCER ASSEMBLY	390.15
194060	12/23/2022	NFPA	NFPA DUES - VRSHEK	175.00
195156	01/30/2023	NICK ESCHNER	REIMBURSEMENT FOR WATER FOR CUTTING VISITATION	18.18
194796	01/18/2023	NICK WYATT	REIMBURSEMENT FOR ROTARY MTG ON JANUARY 17, 2023	20.00
194729	01/17/2023	NICOLE DAVIS	CPR INSTRUCTOR MATERIAL	235.25
194664	01/13/2023	NICOLE VARDIJAN	EMERGENCY FUNDS ASSISTANCE	1,500.00
194594	01/11/2023	NICOR GAS	5127 OAKTON ST	6,969.15
194813	01/19/2023	NICOR GAS	9050 GROSS POINT RD REAR	2,471.40
194814	01/19/2023	NICOR GAS	9024 GROSS POINT RD	2,276.09
194815	01/19/2023	NICOR GAS	8157 CENTRAL PARK AVE	2,261.46
195162	01/30/2023	NICOR GAS	NATURAL GAS - 7300-06 NILES CENTER RD 12/15/22-01/17/23	11,402.74
195084	01/27/2023	NICOR GAS	5127 OAKTON ST	6,369.45
195085	01/27/2023	NICOR GAS	9050 GROSS POINT RD	16,098.94

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195004	01/25/2023	NICOR GAS	5147 MAIN ST	266.16
195148	01/30/2023	NILES ANIMAL HOSPITAL	12/31/2022 REPORT #22-11187 FOR BAT	25.00
194979	01/24/2023	NILES TOWNSHIP DISTRICT 219	I-NET INTERNET SERVICE JAN 2023	250.00
194939	01/23/2023	NIPSTA	DRIVER TRAINING PAD RENTAL 8/2022 & 9/2022	2,500.00
194900	01/23/2023	NIPSTA	COMPANY OFFICER - FINNANDER	950.00
194593	01/11/2023	NORTH COAST SEWER & DRAINAGE INC	WATER MAIN REPAIR @4709 CHURCH ST	5,522.00
194744	01/17/2023	NORTH SUBURBAN HOUSING LLC	EFA RENTAL ASSISTANCE FOR MONIQUE CAVALLERO 9238 GROSS PT RD #1004	176.00
194895	01/23/2023	NORTHERN ILLINOIS FIRE INSPECTORS	ANNUAL MEMBERSHIP - FRIEDMAN	50.00
195204	01/30/2023	NORTHSHORE OMEGA	2023 RANDOM DOT CONSORTIUM SLOTS	6,935.00
195205	01/30/2023	NORTHSHORE OMEGA	MISC MEDICAL EVALUATIONS	436.00
194806	01/18/2023	NORTHSHORE UNIVERSITY HEALTHSYSTEM	LAMAR ANDERSON INCIDENT 7 9 22	9,024.00
194767	01/17/2023	NORTHSHORE UNIVERSITY HEALTHSYSTEM	MENDOZA 8 20 2022 INCIDENT	762.13
194686	01/13/2023	OUI OUI ENTERPRISES LLC	DEC MAINT CHANNEL PARK	460.00
194683	01/13/2023	OUI OUI ENTERPRISES LLC	DEC MAINT CHANNEL PARK	460.00
194684	01/13/2023	OUI OUI ENTERPRISES LLC	DEC MAINT CHANNEL PARK, LOT D	460.00
195118	01/27/2023	OZINGA READY MIX CONCRETE INC	CONCRETE	810.25
195200	01/30/2023	PADDOCK PUBLICATIONS INC	JOB POSTINGS	1,600.00
195201	01/30/2023	PADDOCK PUBLICATIONS INC	JOB POSTING - FD MGT ANALYST	800.00
193441	12/05/2022	PALE BLUE DOT LLC	SUSTAINABILITY PLAN CONSULTING FEES	6,825.00
194620	01/11/2023	PDQ.COM CORPORATION	PDQ / SMARTDEPLOY SOFTWARE MAINTENANCE	1,050.00
194995	01/15/2023	PEERLESS NETWORK, INC.	PHONE SERVICE	13,207.81
194921	01/23/2023	PENNY STAFFNEY	MILEAGE FOR CPS TRAINING	29.75
194969	01/24/2023	PHILLIP JACOBSON	BD BOND REFUND-9419 HAMLIN	3,000.00
194970	01/24/2023	PHILLIP JACOBSON	BD BOND REFUND-9419 HAMLIN AVE	1,000.00
194971	01/24/2023	PHILLIP JACOBSON	BD BOND REFUND-9419 HAMLIN AVE	500.00
194972	01/24/2023	PHILLIP JACOBSON	BD BOND REFUND-9419 HAMLIN AVE	250.00
195093	01/27/2023	PIRTEK O'HARE	HYD HOSE	116.34
194622	01/11/2023	PIRTEK O'HARE	HYD HOSE MADE FOR 150	132.79
194605	01/11/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	1,053.36
195091	01/27/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	456.30
195087	01/27/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	872.70
195088	01/27/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	1,074.16
195077	01/27/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	811.06
195068	01/26/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	587.66
195069	01/26/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRE	239.40
195126	01/30/2023	POMP'S TIRE SERVICE INC	AMBULANCE TIRES	399.72
195127	01/30/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	1,951.67
195116	01/27/2023	PRECISION CNTRL SYSTEMS OF CHICAGO	COIL REPAIRS	700.00
194965	01/24/2023	PRECISION CNTRL SYSTEMS OF CHICAGO	QUARTERLY MAINT FOR VILLAGE HALL	2,418.00
195234	01/31/2023	PRESTOX	MONTHLY PEST MAINTENENCE SERVICES -01/2023	221.00
194659	01/12/2023	PRESTOX	MAINT FOR 8157 CENTRAL PARK AVE, STATION #17	282.16
194654	01/12/2023	PRESTOX	MAINT FOR 9050 GROSS POINT	228.71
194655	01/12/2023	PRESTOX	MAINT FOR 9024 GROSS POINT RT, STATION #18	288.38
194656	01/12/2023	PRESTOX	MAINT FOR 5127 OAKTON	233.68
194657	01/12/2023	PRESTOX	MAINT FOR 7424 NILES CENTER RD, STATION 16	282.16
194908	01/23/2023	PRINT XPRESS	BUSINESS CARDS - AMY MCMANUS	90.00
195036	01/26/2023	PRINT XPRESS	BUSINESS CARDS FOR JEFF THOMPSON	90.00

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194976	01/24/2023	PRIORITY DISPATCH CORPORATION	EMD TRAINING - COM OPS TONG AND BRABAND	730.00
194639	01/12/2023	PROSAFETY INC	GLOVES	652.00
194978	01/20/2023	QUENCH USA INC	WATER COOLER RENTAL	55.00
195168	01/30/2023	QUENCH USA INC	MONTHLY WATER FILTER CONTRACT AT PD -FEB 2023	55.00
195001	01/25/2023	RCN	HIGH SPEED INTERNET SERVICES & FEES FOR PRISON PHONES 01/15/2023 -TARASIUK	146.76
194629	01/11/2023	RED WING SHOE COMPANY INC	UNIFORM BOOTS/SHOES	585.99
194799	01/18/2023	RELX INC DBA LEXIS NEXIS	LEXIS NEXIS OCT INVOICE	350.00
195020	01/25/2023	RICHARD W MORTELL JR	PARKING HEARING	150.00
194611	01/11/2023	RITE LOCK & SAFE	BROKEN OFF KEY	44.00
195131	01/30/2023	RMG ENT. PETWANTS CHICAGO NORTH	DOG FOOD FOR JINN	51.30
194801	01/18/2023	ROSE PEST SOLUTIONS	PEST CONTROL SERVICES - ADTL STOPS - DEC	1,310.00
194802	01/18/2023	ROSE PEST SOLUTIONS	PEST CONTROL - ADTL STOPS - NOV	1,495.00
194803	01/18/2023	ROSE PEST SOLUTIONS	PEST CONTROL - ADTL STOPS - OCT	2,410.00
194685	01/13/2023	ROTARY CLUB OF SKOKIE VALLEY	MEMBERSHIP DUES FOR MAX SLANKARD	260.00
194795	01/18/2023	SCHROEDER & SCHROEDER INC	AUSTIN AVENUE IMPROVEMENT	50,796.00
194967	01/24/2023	SCHROEDER & SCHROEDER INC	AUSTIN AVENUE IMPROVEMENT	49,204.00
194968	01/24/2023	SCHROEDER & SCHROEDER INC	2022 NON-ARTERIAL STREET RESURFACING PROGRAM	477,916.46
195202	01/30/2023	SEDGWICK CMS INC	QUARTERLY UNEMPLOYMENT CLAIMS ADMIN FEE	750.00
194777	01/13/2023	SHARPER DOT PRINTING INC	STAMP PADS FOR WATER METER CREW	45.24
195011	01/25/2023	SHERYL KOSOVSKI	SESBA PROGRAM- BUSINESS COACHING & DOCUMENT REVIEW	750.00
195244	02/01/2023	SIGN A RAMA	DIRECTORY SLAT SIGNS	2,556.23
194989	01/25/2023	SKOKIE CHAMBER OF COMMERCE	CHAMBER BOARD INSTALLATION & ANNUAL MEETING - 2023	290.00
195119	01/27/2023	SNAP-ON INDUSTRIAL	MIKE FLEET 011023 MODEL	170.00
194742	01/17/2023	SNAP-ON INDUSTRIAL	REPAIRS	165.00
195083	01/27/2023	SOLID WASTE AGENCY N COOK CNTY	FY 2023 O & M COSTS	93,869.48
194582	01/11/2023	SPRING ALIGN OF PALATINE INC	PLOW BLADES AND CURB SHOES	3,109.74
194586	01/11/2023	STANDARD EQUIPMENT COMPANY	BROOM MOTOR FOR SWEEPER	403.90
194957	01/24/2023	STANDARD EQUIPMENT COMPANY	HXX ROTATING	346.27
194922	01/23/2023	STATE OF IL DEPT OF AGRICULTURE	4 PORTABLE TRUCK SCALES TO BE RECERTIFIED	800.00
195022	01/25/2023	STEARNS, JOANNE	UB refund for account: 50353	151.55
194983	10/31/2022	STEPHEN JAGMAN	CELL PHONE STIPEND	195.00
194837	01/20/2023	STEPHEN JAGMAN	CAR REMOTE BATTERY	5.39
195161	01/30/2023	STORMSOURCE LLC	CRI - ANNUALL FEE FOR DAYSMART APPOINTMENT PLATFORM	2,189.00
194980	01/24/2023	SULLIVAN'S LAW DIRECTORY	SULLIVAN'S LAW DIRECTORY	337.41
194931	01/23/2023	SULLIVAN'S LAW DIRECTORY	2023 LAWYERS HANDBOOK	126.00
194640	01/12/2023	SUMMIT SOLAR SOLUTIONS LLC	BD BOND REFUND-3805 WRIGHT TER	300.00
194958	01/24/2023	SUNRISE TREE CARE	ROUTINE PKWY TREE TRIMMING	14,430.68
195128	01/30/2023	T-MOBILE USA INC	GPS LOCATE 11/16/2022-01/14/2023 FOR MCCUNE	100.00
195203	01/30/2023	T-MOBILE USA INC	HOTSPOT - JANUARY 2023	246.58
194919	01/23/2023	T-MOBILE USA INC	TIMING ADVANCE 8/27-11/19 2022 -NELSON	25.00
195002	01/25/2023	TECHNOLOGY MANAGEMENT REV FUND	LEADS LIVESCAN T1 LINE SERVICES THROUGH 12/31/2022	857.70
195235	01/31/2023	THE ARCHITECTS PARTNERSHIP LTD	REFUND FOR DOUBLE PAYMENT FOR PLAN REVIEW FEE	500.00
194994	12/21/2022	THE HOME DEPOT PRO	FILTERS	49.94
194955	01/24/2023	THE STRUCTURAL SHOP LTD	PROF SERVICES - PARKING GARAGE AT 8031 NILES AVE	2,560.00
194794	01/18/2023	THE STRUCTURAL SHOP LTD	PROF SERVICES - 8-STORY HOTEL REVIEW - 8009 NILES AVE	6,800.00
194724	01/17/2023	THE STRUCTURAL SHOP LTD	PROF SERVICES - PARKING GARAGE 8031 NILES AVE	1,120.00
194590	01/11/2023	THELEN MATERIALS LLC	LEAF PICK UP	21,268.50

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194591	01/11/2023	THELEN MATERIALS LLC	LEAF PICK-UP	5,156.00
195245	02/01/2023	THERESA FANG	SETTLEMENT	10,000.00
194909	01/23/2023	THOMSON REUTERS - WEST	CLEAR INVESTIGATIVE SUITE MONTHLY CHARGES -DECEMBER 2022	679.14
194917	01/23/2023	TOPS IN DOG TRAINING CORP	K-9 MAINTENANCE TRAINING & BOARDING FOR JINN -01/2022	505.00
194804	01/18/2023	TOTAL GRAPHICS	VECTOR GRANT SUPLIES - DOOR HANGERS	856.00
194778	01/18/2023	TRAFFIC CONTROL & PROTECTION	MISCELLANEOUS ITEMS FOR SIGN SHOP	1,517.50
195237	01/31/2023	TRAFFIC CONTROL & PROTECTION	MISCELLANEOUS ITEMS FOR SIGN SHOP	6,693.75
194627	01/11/2023	TRANSCHICAGO TRUCK GROUP	DEF LEVEL SENSOR AMBULANCE 17	616.80
195136	01/30/2023	TRANSYSTEMS CORPORATION	2022 ITEP APPLICATION SUBMITTAL	5,000.00
195137	01/30/2023	TRANSYSTEMS CORPORATION	OLD ORCHARD ROAD BRIDGE IDENTIFIERS	3,303.33
195138	01/30/2023	TRANSYSTEMS CORPORATION	GROSS POINT ROAD PHASE 2 LOCAL (C) - AGREEMENT	3,399.61
195139	01/30/2023	TRANSYSTEMS CORPORATION	GROSS POINT ROAD PHASE 2 LOCAL (C) - AGREEMENT	1,138.93
195140	01/30/2023	TRANSYSTEMS CORPORATION	GROSS POINT ROAD PHASE 2 LOCAL (C) - AGREEMENT	1,029.51
195141	01/30/2023	TRANSYSTEMS CORPORATION	SKOKIE- GROSS POINT ROAD PHASE 2	4,129.27
195143	01/30/2023	TRANSYSTEMS CORPORATION	2021.06.24 OOR WEST SECTION THIRD AMENDMENT	337.71
195144	01/30/2023	TRANSYSTEMS CORPORATION	OLD ORCHARD ROAD EAST PHASE 2	3,009.80
195045	01/26/2023	U S FIRE & SAFETY EQUIPMENT CO	MAINT @STATION #18	167.70
195046	01/26/2023	U S FIRE & SAFETY EQUIPMENT CO	MAINT @ 9024 GROSS POINT	161.20
195047	01/26/2023	U S FIRE & SAFETY EQUIPMENT CO	MAINT @8157 CENTRAL PARK	141.70
195178	01/30/2023	UL LLC	TESTING OF AERIAL AND GROUND LADDERS	4,855.00
195180	01/30/2023	UL LLC	UNDERWRITERS LABRATORY ANNUAL TESTING	8,587.35
194786	12/29/2022	ULINE	BOXES FOR PRINT SHOP	136.20
194695	01/13/2023	UPS	WEEKLY CHARGE	36.00
194738	01/17/2023	UPS	WEEKLY CHARGE	30.00
195040	01/26/2023	UPS	WEEKLY CHARGE	32.16
194998	01/07/2023	UPS	SHIPPING CHARGES	33.13
194999	12/31/2022	UPS	SHIPPING CHARGES	66.50
194773	01/17/2023	US LEGAL SUPPORT INC	RECORD COPYING GREENLAW	102.80
194680	01/13/2023	UW-PLATTEVILLE CRIMINAL JUSTICE	CRIMINAL JUSTICE CAREER DAY REGISTRATION -WILKEN	35.00
194652	01/12/2023	VALDES LLC	BULK DIESEL EXHAUST FLUID	395.00
194828	01/19/2023	VALDES LLC	SYNTHETIC BLEND MOTOR OIL	4,253.63
195121	01/27/2023	VALLEY SECURITY COMPANY	VDC MOTOR ASSEMBLY	350.00
194844	01/20/2023	VCG LTD	ID TAGS FOR MCCUNE	100.00
194702	01/13/2023	VERITECH INDUSTRIES INC	SALT BRINE PUMP MOTOR FOR 151	508.20
194739	01/17/2023	VERIZON CONNECT	NOV MONTHLY SERVICE	32.38
194740	01/17/2023	VERIZON CONNECT	DEC MONTHLY SERVICE	32.38
194775	01/17/2023	VERIZON WIRELESS	VERIZON SERVICE DEC 10 2022 - JAN 09 2023	1,756.97
194769	01/01/2023	VERIZON WIRELESS	CELL PHONE SERVICE	889.70
194698	01/13/2023	VILLAGE OF LINCOLNWOOD	WETSA RECEIPTS- JUNE-AUG 2022	70,940.01
194454	01/06/2023	VOX POTENTIA CONSULTING LLC	CONSULTING SERVICES TO INTEGRATE NEW ACQUISITION TECH	3,220.00
194841	01/20/2023	W S DARLEY & CO	FIRE GEAR	618.59
195135	01/30/2023	W S DARLEY & CO	TRT GEAR	448.00
195110	01/27/2023	WAREHOUSE DIRECT	TOWELS	229.68
195111	01/27/2023	WAREHOUSE DIRECT	TOWELS	76.56
194966	01/24/2023	WAREHOUSE DIRECT	TOWELS AND CAN LINERS	113.07
194660	01/12/2023	WAREHOUSE DIRECT	MISC SUPPLIES	1,075.32
194661	01/12/2023	WAREHOUSE DIRECT	MISC SUPPLIES	1,043.13

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194759	01/17/2023	WAREHOUSE DIRECT	ALL STATIONS JANITORIAL SUPPLIES	1,227.52
194761	01/17/2023	WAREHOUSE DIRECT	ALL STATIONS JANITORIAL SUPPLIES	1,879.74
194730	01/17/2023	WAREHOUSE DIRECT	JANITORIAL PAPER SUPPLIES	1,487.98
194675	01/13/2023	WAREHOUSE DIRECT	SEALING SOLUTION & INK FOR POSTAGE MACHINE	787.00
194670	01/13/2023	WATER RESOURCES INC	WATER METERS	20,566.00
194671	01/13/2023	WATER RESOURCES INC	WATER METERS	1,320.00
195165	01/30/2023	WATER RESOURCES INC	WATER METERS	760.00
195166	01/30/2023	WATER RESOURCES INC	WATER METERS	1,590.00
195120	01/27/2023	WATER SERVICES CO	TEST & REPAIR WATER METER	481.96
194856	01/20/2023	WATER SOLUTIONS PLUMBING	BD BOND REFUND-9325 HARDING AVE	1,000.00
194662	01/12/2023	WEBMARC DOORS	OVERHEAD DOOR REPAIR/REPLACEMENT	466.10
194581	01/11/2023	WEBMARC DOORS	GATE OPERATOR OVERAGES	2,500.00
195236	01/31/2023	WEISS PROPERTIES, INC	BD BOND REFUND-3531 HOWARD STREET	2,000.00
195167	01/30/2023	WILMETTE TRUCK & BUS	DOT INSPECTION	418.50
194733	01/17/2023	WILMETTE TRUCK & BUS	DOT INSPECTION	578.50
195037	01/26/2023	ZIEBELL WATER SERVICES PRODUCTS	SHUT OFF ROD & PENT SOCKET	256.00
195072	01/26/2023	ZIEBELL WATER SERVICES PRODUCTS	6" HYMAX COUPLING	843.72
195073	01/26/2023	ZIEBELL WATER SERVICES PRODUCTS	MISC SUPPLIES	793.10
194721	01/17/2023	ZOLL MEDICAL CORPORATION	CPR EQUIPMENT AUTOPULSE BANDS	1,470.00
194719	01/17/2023	ZOLL MEDICAL CORPORATION	AUTOPULSE BATTERY REPLACEMENT	2,103.75
194940	01/23/2023	ZOLL MEDICAL CORPORATION	AUTOPULSE LIION BATTERY	\$ 701.25
			Total:	<u>\$ 3,297,618.25</u>

Memorandum
Mayor's Office

TO: Board of Trustees

FROM:



Mayor

DATE: February 6, 2023

SUBJECT: Proclamation, Appointments, Reappointments, Leave of Absence & Resignations

A Proclamation
Honoring "Firefighter Andrew Cutting"

*B Appointments

Beautification & Improvement Commission
Ross Del Rosario

Human Relations Commission
John Muszynski
Mayha Syed

Public Safety Commission
Ibrahim Mansuri
Jeff Schvimer
Scott Ford
Nick Vickers

*C Reappointments

Commission on Family Services
Shajan Jose
Vice Chair

Harold Primack
Chair

Plan Commission
Jeff Burman
Vice Chair

Paul Luke
Chair

***D Leave of Absence**

Public Safety Commission

Ken Mantel

***E Resignations**

Consumer Affairs Commission

Jeff Schvimer

Human Relations Commission

Maureen Yanes

Public Safety Commission

Edward McCarthy

Mayha Syed

Proclamation

WHEREAS, Skokie Firefighter Andy Cutting was born on July 4, 1968 in Sunbury, Australia, and even though he was not born in the United States, Andy's 4th of July birthday was fitting of his independent spirit; and

WHEREAS, while Andy was educated as an electrician, his heart led him to follow the legacy of his grandfather in pursuing a career in fire/medic service. Andy was honorably discharged at the rank of Corporal in the Australian Army; and

WHEREAS, in the early 1990's Andy went on a "walkabout" to travel in Asia and Europe and in 1997 he set down roots in Chicago, Illinois; and

WHEREAS, Andy's dedication to the fire service was only matched by his passion for music. He was a gifted musician, and mastered several instruments, including the keyboard, congas and bongos; and

WHEREAS, Andy joined the Skokie Fire Department on September 5, 2001. He served as a firefighter, paramedic and fire apparatus engineer for more than 21 years. Andy was an excellent driver and was entrusted with the care, operation and maintenance as a front-line driver of Truck #18; and

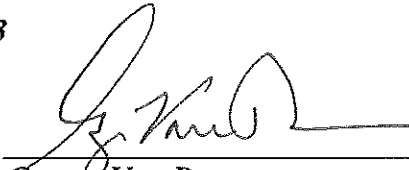
WHEREAS, Andy served on the Fire Department Apparatus Committee for many years and played an important role in developing vehicle specifications and conducting mid-build and post-build construction apparatus inspections; and

WHEREAS, Andy and his wife of over 25 years, Karla, did tremendous work in raising funds and supporting resources for Australia when it was battling the horrific wildfires in 2019-2020; and

WHEREAS, Andy brought everyone around him great joy through his music and cheerful personality. It was rare that Andy did not have a smile on his face.

NOW, THEREFORE, I, GEORGE VAN DUSEN, Mayor of the Village of Skokie, on behalf of its elected officials and residents, do hereby honor the life of Firefighter Andy Cutting. We sincerely extend our condolences to his family, friends and colleagues. May he never be forgotten.

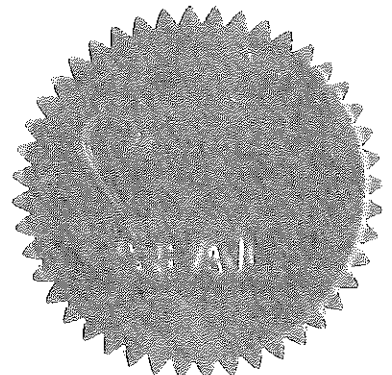
Passed this 6th day of February 2023



George Van Dusen
Mayor



Sylvia Luke
Deputy Village Clerk



Memorandum
Manager's Office

TO: The Honorable Mayor and
Board of Trustees
Village Clerk
Corporation Counsel

FROM: 
John T. Lockerby, Village Manager

DATE: February 2, 2023

SUBJECT: **MANAGER'S REPORT**
BOARD MEETING OF MONDAY, FEBRUARY 6, 2023

A. Adoption of Ratified IAFF Contract.

The Board has previously reviewed in executive session the principle issues of a labor contract with the Skokie Firefighters, Local 3033, IAFF.

Assistant Village Manager Nicholas Wyatt has outlined the major provisions of this contract in the attached memorandum. The firefighters have approved the contract. I respectfully request Mayor and Board approval of the contract.

B. TIF Development Agreement for 8047 Skokie Boulevard.

Gary Levitas is proposing to redevelop the former bank building at 8047 Skokie Boulevard, which has been vacant for more than five years. As part of the development agreement, Mr. Levitas has requested Tax Increment Finance (TIF) District assistance. The development will not happen without the TIF assistance. After negotiations with Village staff and the developer, a "pay as you" TIF Reimbursement Grant has been recommended for issuance to BAS 5 Development, the developer. The amount is not to exceed \$1,700,000 and funds will be utilized for extraordinary costs associated with this project. The project construction consists of a 6-story, 56-unit apartment building and will also include approximately 5,837 square feet of ground floor commercial space and residential amenity space of which 5% of the units will be affordable. As a condition of the TIF Assistance for the project, the Developer has agreed to designate and provide three units as affordable. Village staff believes the project will be a significant addition to the Downtown in that it will continue to advance the Skokie Boulevard corridor, which is located directly across the street from the Oakton CTA Station.

The Downtown Science & Technology TIF District will expire in 2029 and staff has been working with several development teams to further strengthen and enhance the downtown and generate investment in the area. Based upon the anticipated assessed value of the project and local real estate tax and inflationary rates, the project is expected to generate over \$400,000 annually, exceeding the TIF assistance allocated to the project. I concur with staff's recommendations. Mayor and Board approval of the Resolution authorizing the Development Agreement, which contains a "pay as you go" TIF Reimbursement Grant in an amount not to exceed \$1,700,000 is respectfully requested.

* C. **Village Hall Mechanical System Engineering Design and Construction Administrative Services – Grumman Butkus Associates, Evanston, Illinois - \$347,270.**

The Village issued a Request for Qualifications (RFQ) for Village Hall Mechanical Systems Evaluation, which includes redesign of the existing HVAC and electrical systems, the associated plumbing, fire protection and structural systems. After viewing the proposals, it is staff's recommendation to award a contract in amount of \$347,270 to Grumman Butkus Associates. Grumman Butkus' design will improve energy efficiency as much as 40% while also allowing for future solar power installations. The Village plans to pursue this option in the future, concurrent with a roof replacement project for Village Hall. I concur with staff's recommendation and respectfully request Mayor and Board approval.

* D. **Pest Control Services – Platinum Pest Solutions, Lansing, Illinois - \$45,472.**

The Village of Skokie Health and Human Services Department contracts with a State of Illinois Licensed Commercial Structural Pest Control Contractor to perform external rat control services within the Village. Rat control services are provided for residential properties with four or less units and Village owned properties. A Request for Proposals (RFP) was solicited and five bid responses were received and reviewed. Staff is recommending a contract in an amount not to exceed \$45,472, be awarded to Platinum Pest Solutions, the lowest responsive and responsible bidder. This new contract and vendor will strengthen the Village's rat abatement program ensuring prompt and thorough follow up as well as professional treatment. I concur with staff's recommendation and respectfully request Mayor and Board approval.

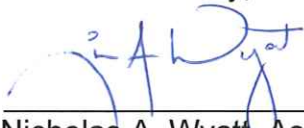
* E. **Parkway Tree Planting – Yellowstone Landscaping, Wauconda, Illinois - \$50,000 and St. Aubin Nursery, Kirkland, Illinois - \$30,000.**

Five bids were received for the replacement of parkway trees in 2023. There were two nurseries who met the qualification to supply and plant the trees. It is recommended that two contracts be awarded for parkway tree planting. The first would be to Yellowstone Landscaping in Wauconda, Illinois in the amount of \$50,000 and the second to St. Aubin Nursery in Kirkland, Illinois in the amount of \$30,000. The Village has successfully worked with both nurseries in the past. I concur with staff's recommendation and respectfully request Mayor and Board approval of the two contracts.

A

Memorandum
Manager's Office

TO: John T. Lockerby, Village Manager


FROM: Nicholas A. Wyatt, Assistant Village Manager

DATE: January 19, 2023

SUBJECT: Adoption of Ratified IAFF Contract

Last month, Skokie Firefighters Local 3033, IAFF, ratified a Collective Bargaining Agreement (CBA) that was negotiated between Village and Union representatives. A copy of the proposed CBA is attached below.

In brief summary, the contract is for a term of three years, commencing May 1, 2021 and ending April 30, 2024. There are two economic changes of note from the current CBA: wage adjustments of 1.5% on May 1, 2021, 2.5% on May 1, 2022, 1% on November 1, 2022, 2.5% on May 1, 2023 and an increase of \$250 in the certification stipend on May 1, 2022. Additionally, there are several non-substantive contract language cleanup items in the proposed CBA.

It is respectfully requested that the Village Board adopt the proposed CBA at the February 6, 2023 Board meeting. In the interim, if you have questions regarding any of the information provided above, please let me know.

AGREEMENT
Between
VILLAGE OF SKOKIE
And
SKOKIE FIREFIGHTERS LOCAL 3033,
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF)
2021-2024

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AGREEMENT

This Agreement is made and entered into by and between the Village of Skokie (hereinafter referred to as the “Village”) and Skokie Firefighters Local 3033, International Association of Fire Fighters (IAFF) (hereinafter referred to as the “Union”).

It is the intent and purpose of this Agreement to set forth the parties’ agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

Now, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

The Village recognizes the Union as the sole and exclusive bargaining representative for all sworn full-time firefighters and fire lieutenants (including firefighters and fire lieutenants assigned as paramedics), but excluding all sworn firefighters in the ranks of Fire Chief, Deputy Chief, the EMS coordinator, the Training Officer, any employees excluded from the definition of “firefighter” as defined in Section 3 (g) (1) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

ARTICLE II

NON-DISCRIMINATION

Section 2.1. Generally. In accordance with applicable law, neither the Village nor the Union shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, sexual orientation, marital status (including civil union) or Union membership or non-membership. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement. The term “civil union” and “civil union partner” as used in this paragraph and elsewhere in this Agreement shall be defined in accordance with the Illinois Religious Protection and Civil Union Act, 750 ILCS 75/1 *et. seq.*

Section 2.2. Americans with Disabilities Act. The parties agree that the Village has the right to take any actions necessary to be in compliance with the Americans with Disabilities Act. Nothing herein is intended to preclude the Union from grieving or arbitrating any Village action which, in its view, violates the Agreement and is unnecessary in order to comply with such Act.

If the Village is considering action to comply with the ADA that would violate any provision of this Agreement, the Village shall provide the Union with reasonable notice of the proposed action and shall, if requested, meet with the Union to discuss the matter before taking any such action.

ARTICLE III

DUES CHECKOFF AND UNION RIGHTS

Section 3.1. Dues Check-Off. The Village will deduct from each employee's first two (2) paychecks each month the uniform, regular semi-monthly Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form. Such authorizations may only be revoked in writing between ninety (90) days and forty-five (45) days prior to the termination date set forth in Section 25.1 of Article XXV of this Agreement.

The actual dues amount deducted, as determined by the Union, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days' notice of any change in the amount of the uniform dues to be deducted. The Village shall remit the total amount of the dues deducted each month, together with a list of the employees from whom dues have been deducted, to the person designated by the Union not later than fifteen (15) days after the issuance of the second paycheck each month.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

The Village agrees that it will not deduct dues for any other labor organization for any employees covered by this Agreement.

Section 3.2. Fair Share. In *Janus v. AFSCME*, 138 S. Ct. 2448 (2018), the Supreme Court held that fair share clauses, such as that contained in Article III, Section 3.2 of the 2018-2021 bargaining agreement, are unconstitutional. Local 3033 and the Village agree to strike the former Article III, Section 3.2 in its entirety, and re-number the remaining Sections accordingly.

Section 3.3. However, in the event the United States Supreme Court decides that fair share fee deductions are not deemed unconstitutional, Local 3033 and the Village agree to reinstate and re-incorporate Article III, Section 3.2, as it appeared in the Parties' 2018-2021 collective bargaining agreement, into the collective bargaining agreement in effect, or that is being negotiated, at the time the law changes. Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions. This indemnification provision shall not extend to errors that are solely the fault of the Village.

Section 3.4. Union Use of Bulletin Board. The Village will make available space on a bulletin board in each station for the posting of official Union notices of a non-derogatory nature. The Union will limit the posting of Union notices to such bulletin board.

ARTICLE IV

LEAVES OF ABSENCE

Section 4.1. Unpaid Leaves of Absences. The Fire Chief may grant an unpaid leave of absence to an employee who has been employed for at least three (3) months for a period of time not to exceed thirty (30) days, provided a request for such leave shall not be arbitrarily and unreasonably denied. Any requests for an unpaid leave of absence in excess of thirty (30) days shall be subject to the approval of the Village Manager.

Section 4.2. Sick Leave.

(a) Sick Leave Accrual. Employees who are assigned to 24-hour shifts shall earn twelve (12) hours of sick leave for each completed month of Village employment and employees who are assigned to 8-hour shifts shall earn eight (8) hours of sick leave for each completed month of Village employment. Employees beginning employment from the 1st through the 15th day of the month will be credited with 12 or 8 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service. Employees beginning the 16th through the end of the month will be credited with 6 or 4 hours of sick leave, whichever is appropriate depending on their shift assignment, for that month of service but must wait until the following month to be eligible for sick leave pay. Employees shall not earn sick leave when they are off on sick leave, disability leave, or an unpaid leave for more than thirty (30) consecutive days.

Unused sick leave may be accumulated from year to year up to a maximum of 1440 hours for employees assigned to 24-hour shifts and 960 hours for employees assigned to 8-hour shifts. If an employee is transferred from an 8-hour shift to a 24-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be one and one-half times the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer.

Example: If an employee had 800 accumulated sick leave hours just prior to being transferred from an 8-hour shift to a 24-hour shift, the number of accumulated sick leave hours the employee would have as of the effective date of his transfer to the 24-hour shift would be 1200 hours (i.e., 800 times 1.5 = 1200). If an employee is transferred from a 24-hour shift to an 8-hour shift, the employee's accumulated sick leave hours at the effective date of transfer shall be two-thirds of the number of accumulated sick leave hours the employee had just prior to the effective date of the transfer.

Example: If an employee had 1200 accumulated sick leave hours just prior to being transferred from a 24-hour shift to an 8-hour shift, the number of accumulated sick leave hours the employee would have as of the effective date of his transfer to an 8-hour shift would be 800 hours (i.e., 1200 times $2/3 = 800$).

(b) Use of Sick Leave. Sick leave may be used only for an employee's maternity, illness, injury and doctor's appointments, or for serious illness or injury in the employee's immediate family. "Immediate family" for this purpose is defined as the employee's spouse, civil union partner, children, parents, mother-in-law, father-in-law, brothers, sisters, and grandparents. In the case of serious illness in the immediate family which necessitates the employee's presence, up to 24 hours per calendar year of sick leave shall be approved by the Fire Chief or his designee. An additional 24 hours for 24-hour personnel and 16 hours for 8-hour personnel may be approved by the Village Manager, such approval not to be arbitrarily and unreasonably denied. If an employee is unable to work due to illness, the employee must inform his supervisor if at all possible at least one hour prior to the start of the scheduled workday. An employee's failure to inform his supervisor each day of absence, or at agreed intervals in the case of an extended illness, will result in a loss of that day's pay. Employees will comply with reasonable reporting rules as may be established by the Fire Chief.

In order to receive pay for a sick leave day that occurs immediately before or immediately after any other regularly scheduled paid day off the employee must establish proof of sickness to the reasonable satisfaction of the Fire Chief or his designee.

(c) Sick Leave Bonus Days. Employees assigned to 24 hour shifts shall be eligible for sick leave bonus time to be taken during the current calendar year based on how many sick leave days that the employee used during the preceding calendar year in accordance with the following:

<u>No. of Sick Leave Leave Days Used As of 12/31</u>	<u>No. of Sick Leave Bonus Days/Hours</u>
None	1 1/2 days (36 hrs.)
1 day	1 day (24 hrs.)
2 days	1/2 day (12 hrs.)
3 or more	None

Employees assigned to 8-hour shifts shall be eligible for sick leave bonus time to be taken during that calendar year based on how many sick leave days that the employee used during the preceding calendar year in accordance with the following:

<u>No. of Sick Leave Leave Days Used As of 12/31</u>	<u>No. of Sick Leave Bonus Days/Hours</u>
None	3 days (24 hrs.)
2-3 days	2 days (16 hrs.)
4-5 days	1 day (8 hrs.)
6 or more	None

Use of sick leave for either the employee himself or his family will count in determining eligibility for sick leave bonus days.

There will be a separate slot for scheduling sick leave bonus time for 24-hour personnel. Only one employee may schedule and take sick leave bonus time on any given day, provided that sick leave bonus time cannot be scheduled or taken on holidays. Effective January 1, 2003, if any sick leave bonus time earned in the preceding calendar year (i.e., calendar year 2002 and beyond)

is not taken during the current calendar year, it will be added to the employee's accumulated sick leave hours up to but not above the maximum accumulation of 1,440 hours for employees assigned to 24-hour shifts and 960 hours for employees assigned to 8-hour shifts. Any additional sick leave bonus time will be forfeited if not used in the current year.

(d) Miscellaneous. It is specifically agreed that the Village retains the right to audit, monitor, and/or investigate sick leave usage and, if an employee is reasonably suspected of abuse, or if the employee has prolonged and/or frequent absences, to take reasonable corrective action, including such actions as discussing the matter with the employee, requiring that the employee seek medical consultation, instituting sick leave verification calls (for employees suspected of abuse, including employees who are frequently absent), and/or, where appropriate, taking disciplinary action, including dismissal, subject to the provisions of Article XX.

Sick leave may not be used for absence due to a work-related injury for which compensation is provided under the Worker's Compensation Act. If an employee's illness or injury exceeds the amount of available sick leave, the employee may elect to use earned but unused paid time off, or be placed on leave without pay in accordance with Section 4.1 above.

Section 4.3. Funeral Leave. In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) days (one duty day for 24-hour personnel) leave of absence without loss of pay. Requests for extensions of two work days (one duty day for 24-hour personnel) shall not be unreasonably denied, but any such days shall be charged to sick leave and any other accrued leave time in that order. Immediate family for the purposes of this section shall mean the employee's spouse, civil union partner, children (including step children), grandchildren, son-in-law, daughter-in-law, parents (including step parents), grandparents, father-

in-law, mother-in-law, brothers and sisters (including step brother and step sister), brother-in-law, and sister-in-law.

If an employee is notified of the death of the employee's spouse, civil union partner, parent (including step parent) or child (including step child) during his work day, the employee shall be relieved from duty with pay upon request as soon as possible and the portion of such work day that the employee is relieved shall not count as one of the leave of absence day(s) provided above.

Section 4.4. Jury/Witness Leave. An employee who is required to report for jury duty, or who is required to attend attorney interviews, give depositions or testify with respect to lawsuits which the Village institutes or which arise out of the employee's employment by the Village (excluding an employee's participation in such activities at the request of the Union) shall be excused from work without loss of pay for the period of time which he is required to be away from work and during which he would have otherwise been scheduled to work. If an employee is required to participate in such activities during off-duty hours (excluding jury duty and an employee's participation in such activities at the request of the Union), the employee shall be paid the applicable hourly rate of pay for all such off-duty hours of required participation (including reasonable and necessary travel time), with a minimum of two hours pay, plus parking fees, if any, and mileage expenses; any fees paid by outside agencies for witness or subpoena fees (excluding jury duty) shall be returned to the Village by the employee, including the endorsement and return of any witness fee checks.

An employee shall immediately notify the Fire Chief if he is required to participate in a lawsuit which arises out of his employment by the Village. The Village retains the right to schedule the employee's participation during the employee's duty hours. If the Village does not

exercise this right, the scheduling shall be done at the mutual convenience of the employee and the party requesting the employee's participation.

If an employee is subpoenaed to testify in lawsuits which do not arise out of the employee's employment by the Village or if the employee's participation in pretrial activities is needed in a lawsuit instituted by the Union, the employee shall be permitted to use accrued leave time, request an exchange of tours of duty, or take time off without pay.

If an employee is needed to testify in a lawsuit instituted by the Union, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during off-duty hours.

If an employee is subpoenaed at the request of the Fire Chief to testify in a hearing before the Board of Fire and Police Commissioners, the employee shall either be released from duty without loss of pay or paid the applicable hourly rate of pay for all hours of required off-duty participation, whichever is applicable. If an employee is subpoenaed at the request of someone other than the Fire Chief, the employee shall be released from duty without loss of pay if it is necessary for him to testify during his normal duty hours; the employee shall not receive any compensation if he testifies during his off-duty hours.

Any compensation which the employee receives for jury duty or service or for responding to a subpoena shall not be subtracted from the employee's regular wages.

Section 4.5. Military Leave. Military leaves will be granted in accordance with applicable federal and state laws.

Section 4.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave

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of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to (1) a continuation of employment (including self-employment) that the employee had prior to going on an approved leave of absence as long as there is no significant expansion of such employment, (2) employment that is integrally related to the purpose of the approved leave, or (3) employment that has been approved in advance by the Fire Chief (such approval shall not be arbitrarily and unreasonably denied).

Section 4.7. Family and Medical Leave Act. In order to be in compliance with the Family and Medical Leave Act of 1993 (“FMLA”) and applicable rules and regulations, the parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act and the applicable rules and regulations and are not inconsistent with the terms of this Agreement; provided, however, that any requirement in the Village’s FMLA policies that employees use other paid time off prior to being granted unpaid FMLA leave shall not be applied when the employee’s illness involves a job-related injury covered by the Firefighters Disability Act.

ARTICLE V

SENIORITY, LAYOFF AND RECALL

Section 5.1. Definition of Seniority. Departmental seniority shall be defined as the length of service from the last date of beginning continuous full-time employment as a sworn firefighter in the Fire Department of the Village uninterrupted by termination of employment. Rank seniority shall be defined as the length of continuous full-time employment in a promoted rank uninterrupted by termination of employment. Conflicts of departmental or rank seniority shall be determined on the basis of the order of the firefighters on the Fire and Police Commission hiring or promotional list, whichever is applicable, with the firefighter higher on the applicable list being the more senior. Where the term “seniority” is used in this Agreement, it shall mean departmental seniority unless otherwise specified.

Section 5.2. Probationary Period. All new employees and those rehired after termination of employment shall be considered probationary employees until they complete a probationary period of twelve (12) months. In accordance with State Law the probationary period may exclude periods of training, (periods of time for orientation and entry level training not associated with 24-hour duty shift assignment), or injury or illness leaves, including duty related leave, in excess of 30 calendar days and the probationary period may be extended for a firefighter who is required, as a condition of employment, to be a licensed paramedic, during which time the sole reason that a firefighter may be discharged without a hearing is for failing to meet the requirements for paramedic licensure. During an employee’s probationary period the employee may be suspended or terminated at the sole discretion of the Village, subject to whatever legal rights, if any, such employees may have separate and apart from this Agreement. No grievance

shall be presented or entertained in connection with the suspension or termination of a probationary employee.

Section 5.3. Seniority List. On or before September 1 each year, the Village will provide the Union with a seniority list setting forth each employee's seniority date. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within thirty (30) calendar days after the Union's receipt of the list.

Section 5.4. Layoff. Employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.1-18).

Section 5.5. Recall. Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.

Employees who are on the recall list shall be given up to twenty-one (21) calendar days to report back to work from date of receipt of the notice of recall, provided that the employee must notify the Fire Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address last provided by the employee, with a copy to the Union, it being the obligation and responsibility of the employee to provide the Fire Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 5.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged (for just cause for an employee who has successfully completed the probationary period);
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence;
- (f) is laid off and fails to report for work within twenty-one (21) calendar days after receipt of notice of recall;
- (g) does not perform work for the Village (except for military service, a work-related injury compensable under workers' compensation, or a layoff) for a period in excess of eighteen (18) months;
- (h) is absent for three full work days without notifying the Fire Chief or his designee (applicable to 8-hour personnel); or
- (i) is absent for one full shift without notification and does not notify the Fire Chief or his designee prior to the start of the next regularly scheduled shift (applicable to 24-hour personnel).

Employees who establish that their absence under subsections (e) and (f) or their failure to notify under subsections (h) and (i) was due to circumstances beyond their control shall not be terminated under this Section.

Section 5.7. Interruption of Seniority. Seniority shall be interrupted in the event an employee is laid off, placed on a non-duty disability pension or is granted a leave of absence without pay. When an employee returns from a layoff, non-duty disability or an unpaid leave of absence, his seniority shall be his length of service up to the date of layoff or beginning of the unpaid leave of absence. Seniority shall not be interrupted, and shall continue to accrue, during

periods of time when an employee, is receiving workers' compensation or disability pension benefits for a work related injury.

ARTICLE VI

SALARIES AND OTHER COMPENSATION

Section 6.1. Salaries. Employees covered by this Agreement shall be paid on the basis of the following salary schedule as of the applicable effective date:

FIREFIGHTERS -- EFFECTIVE MAY 1, 2021		LIEUTENANTS -- EFFECTIVE MAY 1, 2021	
Step	Annual Salary	Step	Annual Salary
A	\$75,196.28	A	\$90,546.12
B	\$78,965.99	B	\$95,086.22
C	\$83,024.97	C	\$99,828.30
D	\$87,152.98	D	\$104,854.58
E	\$91,565.18	E	\$110,067.62
F	\$96,157.04	F	\$115,555.72
F+	\$99,562.37	F+	\$119,579.18

The foregoing salary schedule reflects an across-the-board salary adjustment of 1.5% effective May 1, 2021.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2022		LIEUTENANTS -- EFFECTIVE MAY 1, 2022	
Step	Annual Salary	Step	Annual Salary
A	\$77,076.18	A	\$92,809.77
B	\$80,940.13	B	\$97,463.37
C	\$85,100.59	C	\$102,324.00
D	\$89,331.80	D	\$107,475.94
E	\$93,854.31	E	\$112,819.31
F	\$98,560.97	F	\$118,444.61
F+	\$102,051.42	F+	\$122,568.66

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.5% effective May 1, 2022.

FIREFIGHTERS -- EFFECTIVE NOVEMBER 1, 2022		LIEUTENANTS -- EFFECTIVE NOVEMBER 1, 2022	
Step	Annual Salary	Step	Annual Salary
A	\$77,846.94	A	\$93,737.87
B	\$81,749.54	B	\$98,438.00
C	\$85,951.60	C	\$103,347.24
D	\$90,225.12	D	\$108,550.70
E	\$94,792.85	E	\$113,947.50
F	\$99,546.58	F	\$119,629.06
F+	\$103,071.94	F+	\$123,794.35

The foregoing salary schedule reflects an across-the-board equity adjustment of 1.00% effective November 1, 2022.

FIREFIGHTERS -- EFFECTIVE MAY 1, 2023		LIEUTENANTS -- EFFECTIVE MAY 1, 2023	
Step	Annual Salary	Step	Annual Salary
A	\$79,793.12	A	\$96,081.32
B	\$83,793.27	B	\$100,898.95
C	\$88,100.39	C	\$105,930.92
D	\$92,480.75	D	\$111,264.47
E	\$97,162.67	E	\$116,796.19
F	\$102,035.24	F	\$122,619.79
F+	\$105,648.74	F+	\$126,889.20

The foregoing salary schedule reflects an across-the-board salary adjustment of 2.5% effective May 1, 2023.

Section 6.2. Step Increases. Advancement from Step A to Step B and from Step B to Step C shall be at six month intervals; advancement from Step C or higher to the next higher step up to Step F shall be at yearly intervals. To be eligible for such step advancement the employee must meet departmental standards during the prior year evaluation period. An employee shall be eligible to advance to Step F+ only upon completing at least one year at Step F and after being approved by the Fire Chief for Step F+ based on sustained above average performance during the prior evaluation period. Receipt of Step F+ does not guarantee that the employee will remain at Step F+.

Upon request, an employee shall be provided with a copy of all written evaluations relied on by the Fire Chief in determining whether or not an employee should advance to, or remain in, Step C or higher, including Step F+. In addition, if an otherwise eligible employee is denied a step increase, including denial of, or removal from, Step F+, the Fire Chief shall, upon the employee's request, provide the employee with a written statement of the reason(s) for the denial or removal.

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If a non-probationary employee alleges that he has been arbitrarily and unreasonably denied a step advancement, including Step F+, such employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 6.3. Longevity Pay. Employees on the active payroll with continuous unbroken service with the Village in a position covered by this Agreement shall receive monthly longevity pay in accordance with the following schedule:

<u>Years of Continuous Unbroken Completed Service</u>	<u>Monthly Amount</u>	<u>Yearly Amount</u>
8 years but less than 15 years	\$66.66	\$800.00
15 years but less than 20 years	\$91.66	\$1,100.00
20 years but less than 25 years	\$116.66	\$1,400.00
25 years or more	\$145.83	\$1,750.00

For the purposes of this Section, an employee’s absence which does not result in the termination of the employment relationship shall not affect an employee’s eligibility to receive longevity pay upon an employee’s return to work. In such a situation, the employee upon his return to work shall be credited with the number of years and months of service that he had immediately prior to going on leave, provided an employee shall continue to accumulate service credit while off from work due to an absence covered by the Worker’s Compensation Act.

Section 6.4. EMT-P Stipend. An employee who is certified and functioning as a EMT-P shall receive a stipend per fiscal year (pro rata if less than a year) on the basis of the following:

Effective May 1, 2018 -- \$5,000

Effective May 1, 2020 -- \$5,150

Section 6.5. Eligibility of Lieutenants for EMT-P Stipend. Any bargaining unit employee who is promoted to lieutenant on or after August 1, 1992, shall not receive the EMT-P stipend specified in Section 6.4 above unless assigned by the Fire Chief to actively serve and function as a paramedic on an advanced life support unit. Notwithstanding the provisions of Article XI, Section 11.5, if a firefighter paramedic is promoted to Lieutenant and is not assigned to serve and function as a paramedic on an advanced life support unit, said Lieutenant may maintain his paramedic certification under the same provisions (i.e., Article XI, Section 11.6) applicable to firefighter paramedics who are required to maintain EMT-P certification.

Any bargaining unit lieutenant who was a paramedic as of August 1, 1992, shall continue to receive the EMT-P stipend that was in effect during the parties' 1990-92 collective bargaining agreement (i.e., \$1,150) for as long as said lieutenant maintains his paramedic certification; provided, however, if any such lieutenant is assigned by the Fire Chief to actively serve and function as a paramedic on an advanced life support unit, he shall receive the EMT-P stipend specified in Section 6.4 above.

Section 6.6. Specialized Certification Stipend. A Firefighter or Lieutenant who meets all the requirements set forth below as of May 1, 2018, or as of May 1 of any succeeding year shall receive a specialty certification incentive of \$1,200.00 (pro rata if requirements are met for less than a year). Effective May 1, 2022, the amount of the stipend shall increase to \$1,450.00 (pro rata if requirements are met for less than a year).

Firefighter – In order to be eligible for an Advanced Technician/Specialized Certification Stipend, Firefighters must have completed all the following requirements:

- Must have 10 years of employment with the Skokie Fire Department

- Office of the State Fire Marshal (OSFM) Firefighter III or Advanced Technician Firefighter Certification
- OSFM Fire Apparatus Engineer Certification
- Authorized by the Department as an Emergency Vehicle Operator for at least one SFD fire apparatus (i.e., engines, trucks, and squads).
- In addition to the foregoing, to maintain the Certification Stipend after April 30, 2021, members must maintain Advanced Technician Firefighter Certification and a minimum of one specialized certification (see below).
- As a one-time accommodation due to the unique circumstances of the COVID-19 pandemic, which restricted the availability of some certification classes, members will be offered a twenty-four month grace period, expiring on April 30, 2023, to obtain the required recertifications. This grace period will be applied retroactively. Any employee who does not have the required certifications as of May 1, 2023, will forfeit the specialized certification stipend on a prospective basis.

Lieutenant – In order to be eligible for an Advanced Technician/Specialized Certification

Stipend, Lieutenants must have completed all the following requirements:

- Must have 10 years of employment with the Skokie Fire Department
- Office of the State Fire Marshal (OSFM) Firefighter III or Advanced Technician Firefighter Certification
- Fire Officer I or Company Fire Officer Certification
- Fire Incident Safety Officer course completion
- In addition to the foregoing, to maintain the Certification Stipend after April 30, 2021, members must maintain Advanced Technician Firefighter Certification and a minimum of one specialized certification (see below).
- As a one-time accommodation due to the unique circumstances of the COVID-19 pandemic, which restricted the availability of some certification classes, members will be offered a twenty-four month grace period, expiring on April 30, 2023, to obtain the required recertifications. This grace period will be applied retroactively. Any employee who does not have the required certifications as of May 1, 2023, will forfeit the specialized certification stipend on a prospective basis.

Specialized certification as referenced above shall be defined as one or more of the following:

- Emergency Medical Services (ACLS/PALS, Tactical Med)
- Fire Inspector
- Fire Investigator
- Hazardous Materials Response
- Technical Rescue
- Other advanced certifications as determined by the Fire Chief

Attendance in required certification courses shall be based upon operational needs of the Skokie Fire Department and at the discretion of the Fire Chief. Bargaining unit members authorized to join a Special Team (Fire Investigation, Hazmat, Technical Rescue, etc.) shall serve a minimum of five years in that capacity. To remain eligible for the stipend, bargaining unit members must maintain all associated continuing education requirements.

ARTICLE VII

HOLIDAYS FOR PERSONNEL ASSIGNED TO 8-HOUR SHIFTS

Section 7.1. Designation of Holidays. The following days shall be observed as holidays without loss of pay for employees who are assigned to work 8 hours per day, 40 hours per week:

- | | |
|-----------------------------|------------------------|
| President's Day | Thanksgiving Day |
| Memorial Day (day observed) | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | New Year's Day |

If the day on which one of the foregoing holidays is observed falls on a Sunday, the following Monday shall be observed as the holiday. If the holiday falls on Saturday, the preceding Friday shall be observed as the holiday. In addition to the foregoing holidays, if the Village Hall is closed and Village employees are given the day or part of a day off with pay, employees covered by this Agreement who are assigned to work eight hours per day, 40 hours per week, shall receive the same amount of time off with pay.

In addition, employees who are assigned to work eight hours per day, 40 hours per week, shall receive three floating holidays per calendar year. Floating holidays shall be scheduled at the mutual convenience of the employee and the Fire Chief or his designee, provided that the Fire Chief or his designee shall not arbitrarily and unreasonably withhold approval.

Section 7.2. Eligibility Requirements. In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work his/her full scheduled working day immediately preceding and immediately following the holiday, unless proof of sickness or excusable absence is established to the reasonable satisfaction of the Fire Chief or his designee.

Section 7.3. Pay for Holiday Work. If an employee who works 8-hour shifts is assigned to work on one of the foregoing days observed by the Village as a holiday, the employee shall be paid his regular straight-time hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if he meets the eligibility requirements set forth in Section 7.2, his regular pay for the day in question.

ARTICLE VIII

VACATIONS

Section 8.1. Amount of Vacation and Application.

(a) Amount of Vacation.

Employees assigned to 24-hour shifts shall be eligible for annual paid vacation based upon their years of continuous service. The employee's anniversary date shall be the basis of determining the number of completed years of service as follows:

<u>Completed Years of Service</u>	<u>Annual Accrual</u>
1st year to 5th anniversary	7-24 hour shifts
6th year to 12th anniversary	9-24 hour shifts
13th year to 18th anniversary	11-24 hour shifts
19th year to 23rd anniversary	14-24 hour shifts
24th year and over	16-24 hour shifts

The number of 24-hour shifts of vacation set forth above are, in part, in lieu of two (2) holidays for employees assigned to 24-hour shifts.

Vacation earned during the first year of service shall be scheduled and taken during the calendar year in which that anniversary falls. Similarly, vacation earned in the second, and each subsequent, year of service shall likewise be scheduled and taken during the calendar year in which the anniversary date falls.

Employees assigned to 40-hour work weeks shall accrue vacation as of their anniversary date of employment in any year in accordance with the accrual rates established by past practice.

(b) Vacation Application. In accordance with existing practice and for ease of scheduling, an employee who shall be eligible, as of his/her next anniversary date, for additional vacation days (based on completed years) shall schedule those additional vacation days in accordance with the said anniversary date of the calendar year. In other words, an employee who

will reach his 6th, 13th, 19th, or 24th anniversary in a calendar year may schedule 9, 11, 14, or 16 furlough days, respectively, when selecting furlough for that calendar year.

However, if the employee terminates prior to his anniversary date and has taken more vacation time off than earned during that year, such unearned vacation time taken off is owed the department and shall be reimbursed to the department.

Section 8.2. Vacation Eligibility. In order to be eligible for a full paid vacation, an employee who, as of his anniversary day of employment, has been continuously employed in a position covered by this Agreement, must be paid for at least 2,300 hours during the preceding anniversary year of employment; provided, however, the eligibility requirement for employees who are scheduled to work on the basis of 40 hours per week shall be 1,800 hours. If an employee is paid for less than 2,300 hours or 1,800 hours, whichever is applicable, during the preceding anniversary year of employment, the employee shall receive a pro rata paid vacation, with the number of shifts of paid vacation rounded to the nearest whole number. Example: An employee, assigned to a 24-hour shift with 22 years of continuous service, is paid for 1,250 hours during the preceding year of employment, shall receive eight (8) 24-hour shifts of paid vacation.

Section 8.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay (including longevity pay, if any) in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 8.4. Limitation on Accumulation of Vacation. Earned vacation shall normally be taken within one year after it is earned. Earned vacation may not be accumulated from one year to another unless reasonably authorized in writing by the Fire Chief. Under no circumstances may more than two years' vacation be accumulated.

Section 8.5. Pay for Earned but Unused Vacation Upon Termination. If at time of termination an employee has earned but unused vacation time, calculated through his last full payroll period, said vacation time shall be paid at the employee's rate of pay at time of termination. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee. Employees with less than 12 months of continuous service at termination shall not receive any vacation pay. Except as provided in this section, there shall be no salary payment made in lieu of vacation. Other than an employee's death, the provisions of this section shall not be applicable to an employee's retirement that is covered by any of the provisions of Section 8.6 below.

Section 8.6. Retirement Vacation Allowance. An employee with at least twenty (20) or more years of continuous full-time service at time of retirement and who notifies the Fire Chief in writing at least one month in advance of the last date of work prior to retirement shall be entitled during his last year of employment to an extra one-half shift (i.e., 12 hours) of vacation for each full year of employment for employees assigned to 24-hour shifts and an extra 8-hour shift of vacation for each full year of employment for employees assigned to 8-hour shifts. The employee shall receive a payout for this extra vacation time (RVA) in a lump sum that is deposited into the employee's Post Employment Health Plan in accordance with Section 12.29.

ARTICLE IX

SCHEDULING OF FURLOUGHS AND FLOATING HOLIDAYS

Section 9.1. Furlough and Floating Holiday Picks for Fire Suppression Employees.

Furlough and floating holiday picks shall be made between October 15 and December 15 for the following calendar year, starting with the most senior employee. All furlough picks shall be in increments of at least one duty day. Floating holiday picks shall be selected in the same manner separately from furlough picks after all furlough picks are completed.

Four (4) slots per duty day shall be allotted for both furlough and floating holiday picks. In addition, and in lieu of the SLBD Memorandum of Agreement, in order to accommodate all earned furlough and floating holiday picks during the term of the contract that is the successor to the parties' 2002-2006 collective bargaining agreement, beginning with calendar year 2008, five additional slots per month per shift (i.e., a fifth slot) shall be made available for both furlough and floating holiday picks during the months of January through April and September through December.

Not more than three (3) bargaining unit lieutenants may be on furlough, a floating holiday or scheduled off on a Kelly day at the same time. Accordingly, the number of furlough picks that may be picked by bargaining unit lieutenants is dependent upon the number of furlough days that have already been picked by bargaining unit lieutenants. Example: If only one bargaining unit lieutenant has picked a furlough day on a given duty day and another bargaining unit lieutenant is scheduled off on a Kelly day, there would be only one remaining furlough pick available for that duty day for bargaining unit lieutenants on that shift.

Section 9.2. Furlough for Eight-Hour Employees. Vacations shall be scheduled

insofar as practicable at times desired by each employee, with the determination of preference
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being made on the basis of an employee's length of continuous service with the Department. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is reserved to the reasonable judgment of the Fire Chief in order to insure the orderly performance of the services provided by the Village and to have vacations scheduled as evenly as possible throughout the year.

Section 9.3. Floating Holidays for Personnel Assigned to 24-Hour Shifts. Employees assigned to 24-hour shifts shall earn three (3) floating holidays per calendar year, i.e., one for every four (4) full months of service, subject to the following:

1. Probationary employees must complete four (4) full months of service before becoming eligible to receive one (1) floating holiday, i.e., January through April, May through August, or September through December. Example: A probationary employee hired on March 15 must work the full four (4) month period May through August before becoming eligible to receive one (1) floating holiday.
2. A non-probationary employee whose employment is terminated either voluntarily or involuntarily is eligible to receive a floating holiday if he/she actually works at least one full day in the four (4) month period as defined above. Example: A non-probationary employee whose employment is terminated on May 5 and who actually worked one (1) full shift between May 1 and May 5 will receive one (1) floating holiday for the May-August period.

Floating holidays shall be picked after all furlough picks as provided in Section 9.1 above. Within the same shift, furlough days and floaters, once they have been picked, and Kelly days once they have been assigned, may be traded one for another, subject to the approval of the Fire Chief or his designee, provided that such requests shall not be arbitrarily and unreasonably denied. While any such approved trades shall be considered duty trades for purposes of FLSA, they shall not be considered duty trades for purposes of Section 9.5 of this Agreement. Since the three (3) floating holidays per calendar year are scheduled by employees for the following year before they have actually earned them, if an employee has scheduled and taken more floating holidays in a calendar year than he/she has earned as of the date of his/her termination, the employee shall reimburse the

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Village for each unearned floating holiday that was scheduled and taken prior to termination by means of a deduction from the employee's final paycheck, or if the employee's final paycheck is insufficient, by paying the amount owed to the Village. Example: If a non-probationary employee whose termination date is June 30 has taken three (3) floating holidays between January 1 and June 30, the employee shall reimburse the Village for two (2) floating holidays.

Except for a probationary employee who earns a floating holiday for the four (4) full month period September through December, all floating holidays must be used by the end the calendar year and cannot be carried forward to the next calendar year. Except as provided in Section 12.29 (Retiree Separation Benefits), no cash payment shall be paid for any floating holidays earned during a calendar year that have not been used by the end of that calendar year.

If an employee is on paid sick leave and the period of the sick leave includes a shift previously scheduled as a floating holiday, it shall be taken as a floating holiday and the employee will not be charged for use of sick leave hours for the shift in question.

Section 9.4. Furlough Picks for Terminated or Transferred Employees. If an employee is transferred within the Skokie Fire Department, retires, is placed on disability retirement, or his employment is otherwise terminated after the employee has made his furlough picks but before he has used such picks, the furlough picks thus opened up shall be immediately posted for bid. The least senior employee who requests such picks shall be permitted to exchange such picks to the extent that such employee has unused furlough picks. If there are still additional picks, the next least senior employee who requests such picks shall have the right to the picks and so on until all the vacated picks are taken. Under this Section any employee who has an opportunity to exchange furlough picks shall not again be offered any opportunity to exchange furlough picks during the same calendar year unless all employees have declined the opportunity.

Section 9.5. Duty Trades. Duty trades shall be permitted only when a voluntary request for such change or trade is submitted in the proper manner and approved by the Fire Chief or his designee, provided that such a request shall not be arbitrarily and unreasonably denied. Absent bona fide extenuating circumstances that preclude such advance notice, such requests must be submitted and approved a minimum of two (2) duty days prior to the day of the requested change or trade. All approved duty trades must be paid back before the effective date of an employee's promotion or assignment to a position not covered by this Agreement.

For purposes of this section, the two duty days will be counted from the date the request is entered into the Duty Trade Database following any process or procedural steps as directed by current written directive. Also, duty trade requests entered into the Duty Trade Database, on the second duty day prior to the requested day will be counted as one duty day. In other words, if the duty trade request is for the 7th, a duty trade request entered on the 1st, will be considered as meeting the minimum "two (2) duty days prior" requirement.

If, because of extenuating circumstances, an employee cannot submit the duty trade request within the required time frame, verbal permission must be sought, through the chain of command. This will allow sufficient time to get the duty trade, if approved, into the daily scheduling software.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 10.1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day, per week, or work cycle, or of days of work per week, per month or per work cycle.

Section 10.2. Normal Work Day and Work Week. The normal work day and work week for fire suppression employees shall be 24 consecutive hours of work (one shift) followed by 48 consecutive hours off (two shifts). A Kelly Day (i.e., what would otherwise be a 24-hour duty day) shall be scheduled off every eighteen (18) duty days, thereby reducing the normal work week to an average of 52.88 hours.

The normal work day and work week for employees assigned to the Fire Prevention Bureau shall be 40 hours based on five 8-hour shifts Monday through Friday.

Section 10.3. Normal Work Cycle. The normal work cycle for employees assigned to 24-hour shifts shall be 27 days. For FLSA purposes, each employee's work cycle shall be established so that the employee's Kelly day (i.e., every 18th shift) starts at 8 p.m. on the shift of the 27th day of his work cycle and ends at 8 p.m. on the first day of the succeeding work cycle. If the shift starting time is changed, the employee's work cycle for FLSA purposes shall be adjusted accordingly.

The normal work cycle for employees assigned to 8-hour shifts shall be 28 days.

Section 10.4. Changes in Normal Work Day, Normal Work Week, or Normal Cycle.

(a) Fire Prevention Bureau. Subject to Sections 10.2 and 10.3 above, should it be necessary in the Village's judgment to establish individual schedules for employees assigned to

the Fire Prevention Bureau departing from the normal work day, normal work week, or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees whose normal work day, normal work week, and/or normal work cycle is changed. Employees shall not be required to alter their normally scheduled hours of work without their consent in order to prevent such employees from being eligible for overtime pay. Notwithstanding the foregoing, flextime work schedules for employees assigned to the Fire Prevention Bureau shall be subject to the mutual agreement of the employee and the Fire Chief or his designee.

(b) Fire Suppression Employees. Subject to Sections 10.2 and 10.3 above, should it be necessary for bona fide operational reasons (e.g., shift transfers from one 24-hour shift to another 24-hour shift, transfer of a lieutenant to the Fire Prevention Bureau, or changes in the starting times of 24-hour shifts, etc.) to change an employee's current shift assignment or shift starting time, the Village shall give at least 24 hours' advance notice of such change to any affected employee(s). Except where an employee is temporarily assigned to a forty (40) hour work week for schooling or light duty, fire suppression employees' assignment to a 24-hour shift shall not be either altered in order to prevent such employees from being eligible for overtime pay or scheduled on the basis of a normal shift schedule that departs from the standard of 24 hours on and 48 hours off specified in Section 10.2 above.

Section 10.5. Overtime Pay.

(a) Regular Overtime Pay. Employees except those assigned to the Fire Prevention Bureau shall be paid one and one-half times their regular straight time hourly rate of pay for all hours worked, including any hours in required attendance at departmental meetings, in excess of their regularly scheduled 24-hour shifts.

(b) Overtime Pay for Required Training. Employees who are mandatorily required to attend training sessions during their off duty hours shall be paid one and one-half times their regular straight time hourly rate of pay for all hours of actual attendance at such training sessions (excluding travel time) in excess of their regularly scheduled 24-hour shifts. Voluntary training during off duty hours for activities approved by the Fire Chief may be considered compensable hours of work for the purposes of this Agreement if authorized in writing by the Fire Chief; if not so authorized, voluntary training during off duty hours shall not be considered compensable hours of work for the purposes of this Agreement.

(c) Overtime Pay for Employees Assigned to the Fire Prevention Bureau. Employees assigned to the Fire Prevention Bureau shall be paid one and one-half times their regular straight time hourly rate of pay (computed on the basis of 2,080 annual hours of work) for all hours worked in excess of one hundred sixty (160) in their 28-day work cycle as part of their assigned Fire Prevention Bureau duties and responsibilities. For purposes of this section only, all hours that an employee receives pay for as a Fire Prevention Bureau employee shall be counted in determining eligibility for overtime pay.

Employees who are assigned to the Fire Prevention Bureau who are hired back to perform fire suppression work during their off duty hours shall be paid one and one-half times the regular straight time hourly rate of pay for lieutenants assigned to 24-hour shifts computed in accordance with the provisions of Section 10.7 of this Article.

Section 10.6. Callbacks. For callbacks, there shall be a guarantee of two hours' pay or work at time and one-half.

Section 10.7. Computation of Hourly Rate of Pay.

- a) Straight Time Hourly Rate of Pay. The straight-time hourly rate of pay for employees shall be calculated by dividing the employee's annual base salary by the annual hours of work. The annual hours of work for employees assigned to 8-hour shifts shall be 2,080. The annual hours of work for employees assigned to 24-hour shifts shall be 2,750.
- b) Overtime Hourly Rate of Pay. Effective May 1, 2007, the overtime rate of pay shall be calculated by dividing the employee's annual base salary by 2,650 hours of work.

Section 10.8. Distribution of Hirebacks and Callbacks. Except in emergency circumstances where it is not feasible to use the existing procedures, the opportunity to work hirebacks and callbacks shall be in accordance with the procedures in effect at the time this Agreement is ratified by both parties. Nothing in this Agreement shall require the Village to interrupt work in progress at the end of an employee's normally scheduled shift (e.g., an ambulance run). If any employee establishes that he has not received his appropriate share of hireback and/or callback opportunities, such employee shall have first preference to future hireback and/or callback opportunities, whichever is applicable, until reasonable balance is recreated.

Section 10.9. No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, provided that the employee shall be paid under the applicable provision which provides the highest compensation.

ARTICLE XI

EMERGENCY MEDICAL SERVICES

Section 11.1. Condition of Employment. All employees directed to obtain and thereafter maintain EMT-Paramedic (EMT-P) licensure, shall maintain their EMT-P licensure as a condition of employment unless the Fire Chief grants written permission to an employee to reduce status from EMT-P to EMT-B, or the employee opts out pursuant to the provisions of Section 11.3 below. All new employees shall be directed by the Fire Chief within five (5) years after their initial date of employment to obtain and thereafter maintain EMT-P licensure unless the Fire Chief grants written permission to an employee to cease functioning as an EMT-P.

The Department may require employees employed as of May 1, 1987, who are not governed by the above requirement to study courses and/or take classes for obtaining/maintaining status as an Emergency Medical Technician-Basic (EMT-B). Such employees shall not be subject to discipline or discharge if they fail to obtain/maintain EMT-B status provided they make a good faith effort to obtain/maintain their licensure as an EMT-B.

Section 11.2. Good Faith Effort. Employees shall make a good faith effort to obtain and maintain their licensure as EMT-P or EMT-B. An employee's failure to make, in the Fire Chief's judgment, a good faith effort to obtain or maintain their EMT-B or EMT-P licensure shall constitute cause for termination, subject to the provisions of Article XX. If an employee believes that the Fire Chief's determination that the employee has not made a good faith effort to obtain/maintain licensure as an EMT-B or as an EMT-P is arbitrary and unreasonable, the employee may file a grievance over this issue in accordance with Article XIII of this Agreement.

An employee who makes, in the Fire Chief's judgment, a good faith effort but nevertheless fails to successfully obtain/maintain EMT-B or EMT-P licensure, shall be given one additional

opportunity in the area(s) of deficiency or failure only (provided one of the resource hospitals which the Department has used in the past accepts the employee for such training), and/or retake examinations the number of times authorized by law (provided the appropriate representative of the applicable resource hospital has approved the retaking of the examination). If such employee obtains or retains licensure as an EMT-B or EMT-P, the Village will refund to the employee upon submission of appropriate receipts evidencing payment for the direct costs for the retraining, such as tuition, fees, books, etc., provided that expenses for mileage and meals shall not be reimbursed.

Time spent in such retraining outside the employee's regularly scheduled hours of work shall not be considered compensable time for any purpose. An employee's failure to obtain or maintain licensure as an EMT-B or EMT-P, whichever is applicable, after being given one additional opportunity shall constitute cause for termination, subject to the provisions of Article XX.

Section 11.3. Opt Out Provisions if Number of EMT-P's Exceeds Number Established by the Fire Chief. The Fire Chief shall establish the number (currently 48) of bargaining unit employees assigned to shift work who must maintain current EMT-P licensure and shall have the right to reasonably revise said number from time to time. The Fire Chief shall advise the Union President of the number of employees who must maintain current EMT-P licensure and of any revision of such number. Action by the Fire Chief to increase the existing number of ALS units or to change the assignments of existing ALS units that significantly impacts the work load of EMT-P's shall be considered in reviewing the reasonableness of the Fire Chief's determination of the number of bargaining unit employees assigned to shift work who must maintain current EMT-P licensure or his decision to revise such number. If the number of employees who have EMT-P licensure exceeds the number that the Chief has established, employees up to the number in excess

of the number established by the Chief shall have the right to be relieved of the requirement that they maintain their EMT-P licensure, subject to the following:

- A. As of May 1, 1999, employees completing school and receiving licensure with identical dates shall be placed on the EMT-P seniority list following Department seniority.
- B. Employees shall notify the Fire Chief in writing of their desire to reduce status from EMT-P to EMT-B, provided they have been licensed and functioning as EMT-P's for at least four (4) years with the Skokie Fire Department.
- C. If the number of employees who request to reduce status from EMT-P to EMT-B would result in the number of EMT-P's dropping below the number established by the Fire Chief, preference shall be given to employees who have the greatest period of service as EMT-P's with the Skokie Fire Department.
- D. Subject to the provisions of Section 11.3 above, in the event the Fire Chief exercises his rights under Section 11.4 of this Article, EMT-P's who have the greatest amount of service as an EMT-P in the Skokie Fire Department shall have priority to remain as EMT-P's.
- E. Employees shall maintain a minimum of EMT-B licensure.

Section 11.4. Mandatory Change of EMS Status. Should the number of employees who have EMT-P licensure exceed by five (5) the number the Fire Chief has established, the Fire Chief, per Article XI, Section 11.3, may order employees to cease functioning as an EMT-P with the Skokie Fire Department, thereby forfeiting any additional compensation the employee would otherwise receive under Article VI, Section 6.4, for having an EMT-P licensure, provided that the number of bargaining unit employees assigned to shift work who are EMT-P's shall not be less than the number established by the Fire Chief. If the Fire Chief exercises his right to order employees to cease functioning as an EMT-P pursuant to this section, EMT-P's shall be ordered to cease functioning as EMT-P in the reverse order of their service as EMT-P with the Skokie Fire Department, provided they have been licensed and functioning as EMT-P's with the Skokie Fire

Department for at least four (4) years. The employee shall maintain a minimum of EMT-B licensure.

Section 11.5. Arrangements for EMT-P Training. The Village shall make appropriate arrangements for employees to undertake the necessary courses of study, practical experience, and other prerequisites to obtaining and/or maintaining certification, including paying the direct cost for the training in accordance with present practice, except as provided in Section 11.2 above concerning retraining.

Except as provided in Section 11.2 above, any EMT-P training which occurs outside the employee's regularly scheduled hours of work shall be compensated at one and one-half times the employee's regular hourly rate of pay.

In addition, the necessary continuing education hours needed to maintain licensure, if they occur outside the employee's regularly scheduled hours of work, shall be compensated at one and one-half times the employee's regular hourly rate of pay. Any clinical hours above the required hours mandated by St. Francis Hospital, that occur outside the employee's regularly scheduled hours of work, shall not be considered compensable time for any purpose. The Department shall provide EMT-P's annually with a reasonable opportunity to obtain the necessary continuing education hours needed to maintain licensure during their regularly scheduled hours of work.

Section 11.6. EMT-P Preceptors. The preceptor position is a voluntary position providing EMS field training to, but not limited to, intern EMT-P's during their licensing process, EMT-P students, EMT-B students, and other department licensed EMT-P's and EMT-B's. Preceptors also participate with instruction of various forms of EMS continuing education programs.

If there is an insufficient number of volunteer preceptors, EMT-P's who meet the following criteria may be assigned for a term of one (1) year with a minimum of one year between assignments.

- A. At least one (1) year experience as a licensed EMT-P for the Skokie Fire Department and the St. Francis EMS System, or alternative experience as approved by the St. Francis EMS Director.
- B. Possess a sound knowledge of EMS theory and skills, and the ability to instruct and guide.
- C. Have no previous sustained complaints of misconduct or malpractice in the EMT-P's personnel file within the past 12 months.
- D. Maintain current good standing with the department, EMT-P continuing education requirements, and any and all EMS quizzes and examinations.
- E. Endorsement and unanimous agreement of the department Chief, department EMS Coordinator, EMS System Coordinator, and EMS System Director.
- F. Temporary assignments due to preceptor absence shall be made in accordance with this Section. If this temporary assignment is greater than 50% of the student's internship, the temporarily assigned preceptor is credited with one (1) year service. Conversely, the preceptor that vacated the position is immediately eligible for assignment.

Section 11.7. EMT-P Students. The EMT-P student shall be assigned to a minimum of one (1), preferably two (2) preceptors at the beginning of EMT-P schooling. It shall be the responsibility of the student to complete the course requirements as dictated in the St. Francis Student Manual.

Section 11.8. Special Circumstances. Both parties agree that certain special circumstances may arise, including the following:

- A. Student Not Completing/Passing the Class. If the student is not successful in passing or completing the class, then Article XI, Section 11.2 of the Agreement shall apply.

B. Student Not Passing Internship Phase.

- (1) Preceptor(s) must document on evaluation forms as to the areas in which the student is deficient. The student and EMS Coordinator shall be informed of deficiencies.
- (2) Preceptor(s) shall remediate the student and document with the EMS Coordinator that the student received such remediation.
- (3) If, in the opinion of the Fire Chief, preceptor(s), and the EMS Coordinator the student is not progressing, a request for extension from the student, EMS Coordinator, and preceptor shall be forwarded to the EMS System Director. If a lack of improvement continues to be documented throughout extension period, then Article XI, Section 11.2 of the Agreement shall apply.

C. Students Requesting Internship Extension.

- (1) Must inform the preceptor and Department EMS Coordinator as soon as possible to request an extension.
- (2) Preceptor, student, Fire Chief, and EMS Coordinator shall meet and document reason for request of extension and submit a formal request to the EMS System Director.
- (3) If extension is granted by the EMS System Director, the student is then fully responsible for preparing himself/herself for the State of Illinois EMT-P exam. If the extension is not granted, then Article XI, Section 11.2 of the Agreement shall apply.

Section 11.9. Annual Continuing Education. It is the responsibility of a licensed EMT-B or EMT-P to obtain the mandated hours of annual continuing education. Failure to submit documentation of these hours to the EMS Coordinator prior to the last day of the year is cause for discipline as outlined in Article XX of this Agreement.

Section 11.10. EMT Licensure. It is the responsibility of the licensed EMT-B and licensed EMT-P to submit to Fire Department headquarters the proper documentation needed to renew their license. Currently that documentation is the IDPH EMS System Renewal Notice/Child Support/Personnel History Statement paperwork. Failure to submit documentation to headquarters

thirty (30) days prior to their license expiration is cause for discipline as outlined in Article XX of this Agreement.

Section 11.11. Rotation. Where feasible, the department will attempt to provide for rotation between ambulance and fire suppression company assignments for firefighter/EMT-P's. Consistent with the need to provide the experience necessary for appropriate skill retention, the intent of such rotation is to reasonably distribute EMT-P assignments among qualified firefighter/EMT-P's. Efforts to provide for such rotation shall be contingent on daily staffing needs. Firefighter/EMT-P's on restricted duty assignments and Lieutenants may not be subject to rotation.

Where feasible, requests to be permanently assigned to the ambulance will be honored, provided that no more than one-half of the ambulance crew personnel will be so assigned.

Section 11.12. Notice and Medical Treatment. If the EMS Coordinator or any other Fire Department supervisor is notified that an employee has provided emergency care or life support services to a patient who is suspected of having or has been diagnosed as having, a dangerous communicable or infectious disease, the employee shall be immediately notified. The costs for any and all related medical examination, diagnostic tests, or related treatments for the employee in question shall be borne by the Village.

Section 11.13. Probationary Firefighter EMT-P. Probationary firefighters hired with EMT-P licensure may maintain that licensure. The Department shall make every effort to assist the probationary firefighter in accruing the necessary continuing education hours available during the probationary firefighter's regularly scheduled hours of work. Continuing education hours accomplished during other than regularly scheduled hours of work shall be compensated per Section 11.5 of this Article.

The probationary firefighter shall not be utilized as an EMT-P. Upon completion of the probationary firefighter's 12th month of the probationary period, the firefighter will then be assisted by the EMS Coordinator in obtaining the right to function in the St. Francis EMS System. Upon having successfully completed entry into the St. Francis EMS System, a minimum of a three (3) month Departmental EMS orientation period, and with final Department approval, the firefighter shall then be eligible to collect compensation under Article VI, Section 6.4, EMT-P Stipend.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.1. Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall refer to both the masculine and feminine.

Section 12.2. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the bargaining unit membership and signed by the authorized representatives thereof and may be amended by written mutual agreement of both parties. Each party warrants to the other to take all steps necessary to insure that the terms hereof are binding on themselves and their successors.

Section 12.3. Precedence of Agreement. If there is any conflict between the written provisions of this Agreement and the written provisions of any Village ordinance or the written provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the written terms of this Agreement shall take precedence.

Section 12.4. Fitness Examinations. Before an employee returns to duty from an extended leave of absence, or if the Village has reasonable cause to question the fitness of an employee for duty, the Village may require that the employee be examined at Village expense by a qualified and licensed physician and/or other appropriate medical professional selected by the Village. The foregoing requirement shall be in addition to any requirement that an employee provide at his own expense a statement from his doctor upon returning from sick leave or disability leave. Nothing herein shall preclude an employee from being examined by a qualified and licensed physician and/or other appropriate medical professional at his own expense. The Village agrees

to reasonably accommodate an employee's medical/physical condition to the extent, if any, that such accommodation is required by applicable law in a fire department context.

Section 12.5. Physical Fitness Program. In order to maintain and improve efficiency in the Fire Department, to protect the public and to reduce insurance costs and risks, the Village may establish a reasonable physical fitness program, which shall include individualized goals. While employees may be required to participate in any such program, no employee will be disciplined for failure to meet any goals that may be established, provided that an employee has complied with the standard within the prescribed time. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

The foregoing shall not be construed to either relieve an employee of his/her obligation to meet reasonable job-related physical fitness standards that may be established by the Village or interfere with the Village's right to terminate an employee who is unable to meet reasonable job-related physical fitness standards.

Section 12.6. Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that firefighters have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a urinalysis test and/or other appropriate test up to four times per year per employee at a time and place designated by the Village. The Village will notify the Union President prior to implementing such random testing. If an employee tests positive in any such random test, the results shall not be sent to the Village, but rather the employee shall be advised confidentially to seek assistance through the Village's Employee Assistance Program (EAP). If the same employee tests positive a second time, the test results shall be submitted to the Fire Chief for appropriate action.

The Village may require an employee to submit to urine and/or blood tests if the Village determines there is reasonable suspicion for such testing. Upon request, the Village shall provide any employee who is ordered to submit to any such test with a written statement of the basis for the Village's reasonable suspicion within 48 hours of the request.

The Village will require an employee to submit to urine and/or blood tests if the employee is involved in a vehicle accident where one or more of the following applies: a) if there is a fatality, b) if the driver (employee) receives a citation for a moving traffic violation arising out of the accident, c) if there are bodily injuries to any person requiring treatment at a medical facility, or d) if one or more motor vehicle incurs disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

The Village shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. If the Village, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Upon request, the Village shall provide an employee with a copy of any test results which the Village receives with respect to such employee.

A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's

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expense. Once the portion of the tested sample leaves the clinical laboratory selected by the Village, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

Use of prescribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol (i.e., a blood alcohol concentration (BAC) of 0.04) or the consumption of alcohol while on duty, shall be cause for discipline, including termination, subject to the provisions of Article XX. All other issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Voluntary requests for assistance with drug and/or alcohol problems (i.e., where no test has been given pursuant to the foregoing provisions) shall be held strictly confidential by the Employee Assistance Program and the Fire Department shall not be informed of any such request or any treatment that may be given.

Nothing in this Section shall be construed to prevent an employee from (1) asserting, or the Board of Fire and Police Commissioners or an arbitrator, whichever is applicable as per Article XX, from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding before the Board of Fire and Police Commissioners or an arbitrator, whichever is applicable as per Article XX, or (2) contesting any discipline that may be imposed under applicable federal or state discrimination laws.

Section 12.7. Uniforms and Equipment. Upon initial hire, employees covered by this Agreement shall purchase the following initial issue of uniforms:

Uniforms

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- 6 work pants
- 3 short sleeve shirts
- 3 long sleeve shirts
- 3 polo shirts
- 1 baseball-type cap

- 1 knit cap
- 1 dress tie
- 1 dress belt
- 1 dress blouse and pants
- 1 dress hat
- 1 pair of dress shoes
- 1 pair of alternative style work shoes (selected from SFD list)
- 6 T-shirts
- 1 Job shirt
- 1 dress shirt
- 1 name plate
- 1 shorts

- 1 sweatshirt

- 1 pair sweat pants

Effective with the Firefighter Eligibility List established after October 2002, upon initial hire, the Village will pay for the initial issue of the following OSHA mandated equipment;

OSHA Equipment

- 1 bunker coat
- 1 helmet with eye shield
- 1 pair of bunker pants
- 1 pair of bunker boots
- 3 pair of work gloves (2 structural firefighting & 1 utility extrication)
- 1 flashlight
- 1 Truckman's belt
- 1 carbon hood
- 1 Utility jacket

The Village will try to convince its vendors to extend the period of time that a new employee has to pay for the purchase of the above described initial issue of uniforms and equipment.

If an employee is transferred to a different assignment for which there are different uniform and/or equipment requirements, the employee will be provided with the required initial issue of

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uniforms and/or equipment at Village expense to the extent that the employee has not already been issued such uniforms and/or equipment.

The Village shall provide at its expense to all bargaining unit employees, as well as all newly hired firefighters, an individual SCBA face piece and replace same if it becomes worn out or damaged as provided below.

Pursuant to its quartermaster system, the Village will replace required uniform and equipment items through vendors selected by the Village as they become worn out or damaged, provided that the employee must turn in worn out/damaged uniform and equipment items to his shift Captain and receive approval from his shift Captain to replace the item or items in question. If at all possible the vendor selected by the Village to replace uniform items will have a location reasonably close to the Village of Skokie. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. If an employee does not purchase an optional item and the employee subsequently desires the item, the initial purchase shall be at the employee's expense; if the employee thereafter purchases the item and it is worn out/damaged, it will be replaced as provided above. If an employee needs to obtain new equipment or clothing because a larger size is needed due to weight gain, the employee will be responsible for the entire cost of that equipment or clothing.

Any employee who does not turn in worn out/damaged uniform and equipment items shall be required to pay for the replacement; provided that if an employee is able to establish to the reasonable satisfaction of the Fire Chief or designee that a uniform or equipment item has been lost or stolen due to circumstances beyond the employee's reasonable control, the employee shall not be required to pay for the replacement. Circumstances beyond the employee's reasonable control must be established prior to a uniform and/or equipment inspection.

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The type, style, and/or color of uniforms and equipment shall be determined by the Fire Chief, provided that any substantive change or modification shall be first reviewed with the Uniform and Equipment Committee composed of two representatives named by the Union and two representatives named by the Fire Chief, and the Fire Chief shall consider any recommendations that may be made by the Uniform and Equipment Committee. The Fire Chief and his designees may establish reasonable rules and policies concerning the use and wearing of uniforms and equipment.

The Uniforms and Equipment Committee will review and make recommendations on alternative styles of shoes that meet the Village's specifications. If the employee does not want the style of shoes supplied by the Village's primary vendor pursuant to the Village's specifications and the employee is unable to obtain or order an alternative pair of shoes as recommended by the Uniform and Equipment Committee and approved by the Fire Chief from the Village's primary vendor, the employee may purchase an alternative style of shoe and in such event the Village will reimburse the employee for the cost of such shoes up to the amount the Village would have paid its primary vendor for the style of shoes supplied by the primary vendor.

Section 12.8. Impasse Resolution. In the event the terms and conditions of a successor agreement cannot be resolved by negotiation, disputed items shall be resolved in accordance with the statutory impasse resolution procedure provided for in Section 14 of the Illinois Public Labor Relations Act.

Section 12.9. Disability Benefits. Employees who are injured on the job and who are eligible for Worker's Compensation will receive the following disability benefits:

- (a) For up to one year following the injury, the employee will receive 100% of gross wages.

- (b) Notwithstanding the above, if the injury occurs as a result of a voluntary, recreational/athletic activity, no disability benefit will be paid by the Village, unless such injury, contrary to any position that the Village might take, is ultimately held to be covered by Worker's Compensation.
- (c) Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work related disability leave (i.e., off on Worker's Compensation) and no vacation days or floating holidays will be accrued or earned after the first year on disability leave.
- (d) If an employee is still incapacitated one (1) year following the date of the original work related injury/illness, the employee may continue to participate in the Village's group insurance plans (medical, dental and life) by prepaying the current full (100%) insurance premium rates. This participation can continue until the employee returns to work, Worker's Compensation payments cease or it is determined by the Skokie Fire Pension Board, based on appropriate medical documentation, that the employee is permanently incapacitated and therefore eligible for a disability pension. If it is determined that an employee is eligible to receive a disability pension, the pensioner can continue to participate in the Village's group insurance plan by prepaying the current full (100%) insurance premium rates, provided such participation has been uninterrupted.

Section 12.10. Light Duty. The Village may require an employee who is on sick leave, or Worker's Compensation leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave, Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not arbitrarily and unreasonably be denied, provided that the Village's physician has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such

return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

Unless the employee consents to a different work schedule, the hours of work for an employee with a light duty assignment shall be eight (8) consecutive hours (including a one-half hour paid lunch period) between 7 a.m. and 7 p.m., Monday through Friday (unless the physician specifies a shorter workweek).

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to place the employee on disability leave.

Nothing herein shall be construed to require the Village to create light duty assignments for an employee. Employees will only be assigned to light duty assignments when the Village reasonably determines that the need exists and only as long as such need exists. If the number of available light duty assignment(s) is limited, preference shall be given to employees on Worker's Compensation leave.

Nothing in this Section shall affect the statutory rights of the Pension Board in dealing with an employee on a disability pension.

Section 12.11. No Smoking. New employees and employees hired after January 6, 1986, shall not, as a condition of employment, smoke, chew or use tobacco in any form, either on or off the job. Use of tobacco in any form by employees who were hired prior to January 6, 1986, shall be in accordance with applicable state law.

Section 12.12. Access to Personnel File. Upon reasonable request, an employee shall have the right to review the documents in his personnel file, provided that no documents in an employee's file shall be marked or altered. An employee shall be notified when adverse material

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is placed in his personnel file and the employee shall have the right within 30 days thereafter to submit a response to any such adverse material. An employee may request a copy of any of the documents in his personnel file. If such a request is made, the employee shall reimburse the Village for the reasonable cost of copying any such documents (not to exceed the charges the Village assesses for Freedom of Information Act requests). Nothing herein shall require the Village to collate or compile any information.

Section 12.13. Subcontracting. No employee shall be laid off as a result of any decision by the Village to subcontract any work performed by employees covered by this Agreement. Notwithstanding the foregoing, basic fire suppression work shall not be subcontracted, provided that this provision shall not be applicable to any mutual aid agreements that the Village has or may have with other fire departments or if there is a violation of Article XIV, Section 14.1, of this Agreement.

Section 12.14. Deferred Compensation. The employees covered by this Agreement shall be eligible to participate in any deferred compensation program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Visits by representatives shall be arranged and scheduled in accordance with Village policy; provided, however, visits for shift personnel shall be scheduled on weekdays during non-assigned time.

Section 12.15. Job Duties. The primary job duties of employees covered by this Agreement shall be fire suppression, prevention and extinguishment, normal and routine maintenance of equipment, fire station and grounds, emergency medical services, hazardous materials incident management, and other duties and responsibilities, including operation of the print shop, which employees normally performed as part of their regular job duties prior to the

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effective date of this Agreement. It is recognized that changes in job duties and job functions will occur from time to time and that the Village may assign employees job duties and job functions related to those set forth above.

The following are examples regarding “normally performed” job duties associated with general housekeeping responsibilities around the fire stations:

- (a) Washing and painting of areas of fire stations, from time to time, that may require the use of a 6 foot (or less) step ladder. The painting of an entire fire station should be spaced over a period of at least eighteen (18) months. Specifically excluded are apparatus floor walls and ceilings requiring the use of step ladders larger than 6 foot.
- (b) Changing of electrical outlets and switches.
- (c) Minor plumbing repairs, not including pipe replacement, fixture replacement, sweating, etc.
- (d) Minor construction work, not including wall and ceiling construction, paneling, installing doors and windows, floor tiling, etc.
- (e) Minor apparatus repairs, not to include body and fender work.

Nothing herein shall interfere with the right of employees to volunteer, or the Village’s right to ask for volunteers, to perform job duties unrelated to the primary job duties set forth above, but an employee’s refusal to volunteer to perform such unrelated duties shall not be cause for discipline or the denial of Step F+ if the employee is otherwise qualified.

Section 12.16. Tuition Reimbursement. The employees covered by this Agreement shall be eligible to participate in any educational development and tuition assistance program that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 12.17. Disciplinary Investigations. In lieu of the provisions of the Firemen's Disciplinary Act (50 ILCS 745/1 et seq.), employees shall have the following rights with respect to disciplinary investigations:

- (a) An employee who has objective reasons to believe that questioning or interrogation by the Village may lead to discipline (i.e., discharge or suspension without pay) may request that a Union representative who is a member of the bargaining unit be present at such questioning or interrogation.
- (b) An employee who has objective reasons to believe that questioning or interrogation by the Village may lead to discipline in excess of three (3) working days shall be entitled to the following:
 - (1) The right to request that an attorney be present at such questioning or interrogation, provided that if the employee has requested the presence of both a Union representative and an attorney, only one may be present in the room at the questioning or interrogation, with the understanding that the other may be nearby.
 - (2) The right to request written notice of the subject matter of the investigation prior to questioning or interrogation.
 - (3) The right to request that the questioning or interrogation be recorded by tape or other electronic means and, if requested, the right to a copy of any such recording.
- (c) If an employee makes an appropriate request for either a Union representative or an attorney and the Union representative or attorney is not reasonably available, the employee may be questioned or interrogated without a Union representative or attorney being present.
- (d) The presence of a Union representative or attorney at such questioning or interrogation shall not interrupt or interfere with the Village's right to question employees or the obligation of employees to respond to questions relevant to the matter being investigated.
- (e) The foregoing provisions shall not be applicable if the purpose of the meeting is solely for the purpose of informing the employee of disciplinary action (e.g., a one-day suspension without pay).
- (f) If an employee is required to participate in questioning or interrogation during off duty hours, the employee shall be paid at his applicable hourly rate of pay for the time spent at such meeting.

- (g) No employee shall be required to submit to, or be disciplined for a refusal to submit to, a polygraph examination or any test questioning by means of any chemical substance, except as is provided in Article XII, Section 12.6 of this Agreement.
- (h) The provisions of this Section do not apply to any employee charged with violating any provisions of the Criminal Code of 1961, or any other federal, state, or local criminal law.
- (i) Notwithstanding any of the foregoing, the Village retains the right to question or interrogate employees in emergency situations involving an immediate danger to the health or safety of one or more persons without any obligation to wait until a Union representative or attorney is present at the questioning or interrogation. If a grievance is arbitrated concerning whether there was an emergency situation involving such an immediate danger, the Village shall proceed first with the presentation of its case.
- (j) Admissions or confessions obtained during the course of any questioning or interrogation not conducted in accordance with the provisions of this Section may not be utilized in any subsequent disciplinary proceeding against the employee who made the admission or confession. The foregoing does not preclude an arbitrator from considering whether or not other relief is appropriate if it is determined that the Village violated the provisions of this Section.

Section 12.18. Non-Assigned Time. The Village will not arbitrarily and unreasonably change the current practices with respect to non-assigned time.

Section 12.19. Fire Prevention Bureau. As long as lieutenants continue to be assigned to the Fire Prevention Bureau the Village agrees to continue its existing practices with respect to such assignments. Lieutenants will not be assigned to the Fire Prevention Bureau for punitive reasons.

Section 12.20. Operation of the Print Shop. The print shop will continue to be operated in accordance with existing practices. If there is an insufficient number of firefighters who volunteer to operate the print shop as part of their regularly assigned duties, nonprobationary firefighters who are not in paramedic training may be assigned in the inverse order of their seniority, provided that nothing herein is intended to alter the practice of assigning employees who

are not regularly assigned to operate the print shop to work in the print shop from time to time performing such tasks as collating, stapling, folding, boxing, etc.

Section 12.21. Serving in Acting Capacity. The rate of compensation for firefighters assigned to perform the duties of a lieutenant shall be 8% above the employee's applicable hourly rate of pay for each hour that the employee is assigned to work in acting capacity during such an occurrence. Lieutenants acting as a captain shall be paid a differential of 7% above their applicable hourly rate of pay during such an occurrence. For these purposes, an occurrence shall be defined as serving in acting capacity for 12 hours or more. If more than one employee is assigned to work in acting capacity during one occurrence, each employee shall be paid for the respective number of hours that they worked in acting capacity during the occurrence in question.

The foregoing increases in pay for serving in acting capacity shall be retroactive to the respective effective date.

Section 12.22. Off Duty Employment. Off duty employment shall be governed by the Village's Personnel Manual and applicable ordinances in effect on December 1, 1987.

Section 12.23. Probationary Period - Lieutenants. The probationary period for newly promoted lieutenants shall be twelve (12) months.

Section 12.24. Assignment to the Communications Board. In the event future emergencies necessitate the need to assign firefighters to the Communications Board, the understandings reached by the parties in November 1987, concerning how and when such assignments are made shall be applicable.

Section 12.25. Fire Officer Certification Training. The attendance of bargaining unit members at classes or schools to obtain Fire Officer I or II or Fire Instructor I or II shall be subject to the following conditions:

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- A. Requests for attendance shall be subject to approval of the Fire Chief or his designee but such approval shall not be unreasonably denied. Subject to class positions being available, approval shall not be withheld for attendance at an approved class to obtain Fire Officer I and II certifications. If there are more requests to attend than there are available class positions, preference shall be given in order:
 - 1. Current Fire Department Officers;
 - 2. Inverse order of classes needed to complete a given certification; and
 - 3. If there are still more requests than there are positions, the more senior applicants shall have preference.
- B. The Department shall pay all tuition and associated fees for attendance at such schools and classes.
- C. Employees on a regularly scheduled duty day during the scheduled time for approved Fire Officer I or II and Fire Instructor I or II certification classes shall be released from duty without loss of pay.

Section 12.26. Specialized Training. Specialized training (i.e., Fire Apparatus Engineer, Above and Below Grade Rescue, Confined Space, HazMat Tech, HazMat Specialist, Fire Investigation, Computer Training, Fire Prevention Bureau, and Training Specific to Staff Assignment) shall be subject to the following conditions:

- A. The Fire Chief shall determine whether or not any of the foregoing specialized training is needed.
- B. If the Fire Chief determines any such specialized training is needed, approval to attend such training shall be based on departmental need, personnel involvement in specialized department response teams, and shall not be unreasonably denied based on such considerations.
- C. If attendance is approved, the Department shall pay all tuition and associated fees for attendance at such training sessions and time in attendance at these training classes (excluding travel time) will be considered as compensable time.
- D. FPB Lieutenants will be allowed to attend FPB or fire related training classes during normally scheduled work hours at the reasonable discretion of the FPB Captain.

Additional specialized training may be added to the foregoing at the discretion of the Fire Chief.

Members choosing to participate in Specialized Training to improve themselves, without staff

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assignment, will be supported to the extent possible, contingent upon budgetary constraints, with tuition expenditures and release from duty contingent upon staffing and approval of the Fire Chief or designee.

Section 12.27. Station and Shift Assignments. Prior to finalizing station and shift assignments for the following year, the Village will meet with two representatives designated by the Union to discuss the Department's operational considerations and to receive input from the two Union representatives.

Section 12.28. Residency. The residency requirements for sworn members of the Skokie Fire Department shall be Lake, Cook, DuPage, Kane, Kendall, Will, and McHenry counties in Illinois, Kenosha county in Wisconsin, and Lake county in Indiana. All new hires shall move within the boundaries within eighteen months of their hire, unless an extension is requested of and granted by the Board of Fire and Police Commissioners.

Section 12.29. Retiree Separation Benefits. The parties agree that the following provisions shall govern retiree separation benefits:

1. The official date of retirement will be the last day actually worked.
2. An employee who is retiring shall receive a payout for accrued but unused vacation, unused sick leave bonus days accrued prior to January 1, 2002, sick leave bonus days earned for the preceding calendar year and not used prior to the effective date of employee's retirement, floating holidays and RVA in a lump sum that is deposited into the employee's Post-Employment Medical Savings Plan to be used to pay for eligible medical expenses.

Section 12.30. Substitutes Act. The Village agrees to comply with the applicable provisions of 65 ILCS 5/10-2.1-4.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

Section 13.1. Definition. Unless expressly provided otherwise, a “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving the meaning, application or an alleged violation of an express provision of this Agreement. Employees have the right to authorize in writing the Union to file and process grievances on their behalf, or to file grievances without the intervention of the Union. No settlement of a grievance filed by an individual employee without Union representation shall be inconsistent with the terms of this Agreement. The failure of an employee to file a grievance in instances where the employee also fails to authorize the Union to file a grievance shall not be a precedent binding on the Union in future instances involving similar facts and circumstances. The Union may file grievances concerning alleged violations of Union rights or privileges set forth in this Agreement (e.g., dues deduction, Union bulletin board, etc.).

Section 13.2. Procedure. The parties acknowledge that it is usually most desirable for grievants and their immediate supervisors to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Grievance shall be submitted in writing to the appropriate Captain specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance, or fourteen (14) calendar days from the date the grievant knew or should have known of the matter giving rise to the grievance through the use of reasonable diligence. The Captain shall render a written response including the reasons therefor to the grievant within seven (7) calendar days after the grievance is presented, unless he determines that the grievance alleges matters beyond his authority or jurisdiction. In such event, the Captain shall so advise the grievant

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and the grievance shall be forwarded to Step 2. In the event the grievance has been filed by an individual employee without Union representation, the Captain shall submit a copy of his response, together with the grievance, to the Union President.

STEP 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief or his designee within seven (7) calendar days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Deputy Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant within seven (7) calendar days after the grievance is appealed to Step 2. If a meeting is held at Step 2 to discuss resolution of a grievance filed by an individual employee without Union representation, a Union representative shall be afforded an opportunity to attend such meeting.

STEP 3: If the grievance is not settled at Step 2 and the grievant wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Fire Chief within seven (7) calendar days after receipt of the Village's answer at Step 2. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Fire Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within seven (7) calendar days of receipt with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Fire Chief, or his designee, shall provide a written answer including the reasons therefor to the grievant and the Union within fourteen (14) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Manager within seven (7) calendar days after receipt of the Village's answer at Step 3. Thereafter, the Village Manager or his designee and other appropriate individual(s) as desired by the Village Manager, shall meet with the grievant and a Union representative within fourteen (14) calendar days of receipt of the Union's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer including the reasons therefor to the grievant and Union within ten (10) calendar days following the meeting.

Section 13.3. Arbitration. If the grievance is not settled in Step 4 and the Union wishes to appeal the grievance from Step 4 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's

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written answer as provided to the Union at Step 4. Only the Union may, refer grievances to arbitration.

- (a) Within seven (7) days of the receipt by the Village of the Union's notice that a grievance is being referred to arbitration, the representatives of the parties shall attempt to mutually agree upon an arbitrator.
- (b) In the event the parties are unable to agree upon an arbitrator within seven (7) calendar days the parties may individually or jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The request shall specify that the panel be composed only of arbitrators who are members of the National Academy of Arbitrators and who maintain their primary residence in the state of Illinois. In the case of interest arbitration, the arbitrators must also have experience in Illinois interest arbitration. Both the Village and the Union shall have the right to reject one list before striking any names. The union and the Village shall alternately strike names. The striking shall be determined by a coin toss with party losing the coin toss striking the first name, until one name remains. That person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Village and the Union, notifying the arbitrator of his/her selection.
- (c) Conduct of Hearings: The parties agree that all arbitration hearings shall be conducted as follows:
 - (1) Hearings shall be held in the Village of Skokie, Illinois, at a mutually agreed location. Hearings may be conducted outside the Village of Skokie only by written mutual agreement;
 - (2) The hearings shall begin within thirty (30) days of the notification from the arbitrator selected that the arbitrator has accepted the appointment to serve as the neutral arbitrator. The parties by mutual written agreement may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing;
 - (3) Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative, within twenty-one (21) calendar days of the conclusion of the hearings;
 - (4) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later;

- (5) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.
- (d) Time Limits: The parties agree that any time limits in the grievance procedure may be extended by mutual written agreement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

Section 13.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 13.4 shall be final and binding on the Village, the Union, and the grievant.

Section 13.5. Time Limit for Filing. If a grievance is not presented by the grievant within the time limits set forth above, it shall not be considered timely and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at the step and immediately appeal the grievance

to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 13.6. Bypassing Steps. The Village Director of Human Resources and the Union President, or their designees, shall have the right and authority to agree in writing to bypass one or more steps of the grievance procedure set forth herein.

Section 13.7. Attendance at Meetings. If any grievance meetings/arbitration hearings are scheduled during working hours of any grievant who desires to attend or of his Union representative, such employee(s) shall be released from duty to attend such meetings/arbitration hearings without loss of pay.

Section 13.8. Miscellaneous. No member of the bargaining unit, including anyone who is temporarily serving in a non-bargaining unit position, shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

ARTICLE XIV

NO STRIKE-NO LOCKOUT

Section 14.1. No Strike. Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform mandatory overtime, mass resignations or mass absenteeism, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this section may be disciplined by the Village, up to and including discharge, subject to the provisions of Article XX.

Section 14.2. Obligations of Union. In the event of a violation of Section 14.1 of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work. Provided the Union complies with this Section 14.2 hereof, the Village agrees that the Union shall not be liable for any actions in violation of this Article by individual employees or any liability that might arise therefrom.

Section 14.3. No Lockout. The Village will not lock out any employees as a result of a labor dispute with the Union.

Section 14.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article. There shall be no obligation to exhaust the grievance procedure before instituting court action seeking such judicial restraint and/or damages.

ARTICLE XV

INSURANCE

Section 15.1. Comprehensive Medical Program and Dental Insurance Program. The comprehensive medical program and dental insurance program that is currently in effect shall be continued during the term of this Agreement. The terms of the program “currently in effect” are those described in the employee benefit booklet and plan document effective May 1, 2009. The Village retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially equivalent to those described in the aforementioned employee benefit booklet and plan document. Reasonably prior to the effective date of any such changes, the Village will advise the Union of the changes. Employees may elect single or family coverage in the Village health plan and in the dental insurance program offered by the Village during the enrollment period(s) established by the Village. The employee may also elect single or family coverage in an HMO selected and offered by the Village during the enrollment period(s) established by the Village. If the Village offers a different HMO from those currently offered, such new HMO option shall be reasonably equivalent to the replaced HMO, subject to the market alternatives for HMOs that are then available and provided that the cost for new HMO is not higher than the cost for the Village plan. Effective May 1, 2009, and retroactive to May 1, 2009, the employee shall pay 12% of the premium or cost for single or family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee’s paycheck. Effective June 1, 2018, and thereafter, the Employee shall pay the same percent as the Village’s unrepresented employees are also paying (up to 15%) toward the cost of such premium or cost for single or family coverage, whichever is applicable, for the plan selected and said amount shall be deducted from the employee’s paycheck.

Section 15.2. Life Insurance. The Village will provide during the term of this Agreement term life insurance in the amount of \$45,000. The Village retains the right to change insurance carriers or to self-insure this benefit as long as the \$45,000 benefit is maintained.

Section 15.3. Cost Containment. The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and out-patient elective surgery for certain designated surgical procedures.

Section 15.4. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 15.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff. An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 15.6. Right to Maintain Coverage in Defined Circumstances. An employee who is (1) on an approved unpaid leave of absence, (2) on layoff with recall rights, or (3) on Worker's Compensation leave for more than one (1) year following the date of the original work related injury/illness shall have the right to continue to participate in the Village's group insurance plans (medical, dental and life) by prepaying the current full (100%) insurance premium rates.

This participation can continue until the employee returns to work, the employee no longer has recall rights, Worker's Compensation payments cease, or it is determined by the Skokie Fire Pension Board, based on appropriate medical documentation, that the employee is permanently incapacitated and therefore eligible for a disability pension. If it is determined that an employee is eligible to receive a disability pension, the pensioner can continue to participate in the Village's group insurance plan by prepaying the current full (100%) insurance premium rates, provided such participation has been uninterrupted.

Section 15.7. Employee Assistance Program. The employees covered by this Agreement shall be eligible to participate in any Employee Assistance Program (EAP) that the Village may establish on the same terms and conditions that are applicable to Village employees generally.

Section 15.8. Post-Retirement Medical Savings Plan. One percent of each employee's base annual salary shall be deducted from each employee's paycheck and shall be placed into a Post-Employment Health Plan (PEHP) for each employee. Effective the first payroll period beginning on or after the signing of the successor agreement, one percent (1%) of Firefighter F+ base annual salary shall be deducted from each employee's paycheck, and shall be placed into a PEHB for each employee. All contributions to the PEHP shall be made as provided by this Agreement and in accordance with applicable provisions of the Internal Revenue Code and related rulings. All such deductions shall be contributed by the Employer to the Plan Administrator for the PEHP for deposit with the Trustee of the Plan. Employees shall be responsible for PEHP administrative fees. This one percent payroll deduction will not be deemed to decrease an employee's annual salary as set forth in Section 6.1 of this Agreement that is used in determining the amount of an employee's pension. The purpose of this section is to establish an employee-

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funded post-retirement medical account at no cost to the Village that can be used by the employee following retirement to pay for eligible medical expenses. The specific plan into which the contributions shall be made was selected in accordance with Arbitrator Hill's Opinion and Award dated September 28, 2007. Nationwide is the vendor the Union selected.

ARTICLE XVI

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the President of the Union and the Fire Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The President of the Union may invite other bargaining unit members (not to exceed two) to attend such meetings. The Fire Chief may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least three days prior to the date of the meeting. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If any labor management meeting is scheduled during working hours of an employee, such employee shall be released from duty to attend such meetings without loss of pay.

ARTICLE XVII

SAFETY

Section 17.1. Generally. The Village agrees to continue to make appropriate provisions for employee safety. If a grievance is filed alleging that the Village has violated this Section and said grievance is appealed to arbitration in accordance with the provisions of Article XIII, the arbitrator shall have no authority to find that this Section has been violated unless he/she finds, supported by specific findings of fact based on a fair appraisal of the record evidence, that the Union has proved that the subject matter of the grievance involves a serious risk to the safety of a firefighter beyond that which is inherent in the normal performance of firefighter duties. Under no circumstance shall an arbitrator have the authority to issue any award requiring or which would require the purchase of fire department vehicles, apparatus, tools or equipment.

Section 17.2. Occupational Safety and Health Committee. An Occupational Safety and Health Committee composed of two (2) persons designated by the Fire Chief and two (2) persons designated by the Union shall meet monthly, and at such other times as a majority of the Committee may deem necessary, for the purpose of discussing matters relating to safety in the Skokie Fire Department. The Occupational Safety and Health Committee, or a minority thereof, may make written recommendations concerning safety issues (inclusive of recommendations submitted by other departmental committees that pertain to the matter of safety) to the Fire Chief. Such recommendations shall be advisory only. A copy of all such recommendations shall be simultaneously provided to the President of the Union.

Within twenty-one (21) calendar days of receipt of any such recommendations, the Fire Chief or his designee shall set forth in writing his response to the recommendations. Such response shall include what action, if any, the Fire Chief intends to take in response to the recommendations

and the date, if any, such action will occur. In the event that the Fire Chief elects not to follow the recommendations, his response shall include his reasons for doing so and any alternative action, if any, the Fire Chief intends to take.

If any Occupational Safety and Health Committee meeting(s) are scheduled during the working hours of employee(s) who will be attending the meeting(s), the employee(s) shall be released from duty to attend the meeting(s) without loss of pay.

ARTICLE XVIII

MANAGEMENT RIGHTS

Except as specifically modified by any and all other articles of this Agreement, the Union recognizes the exclusive right of the Village to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or persons not covered by this Agreement; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the Village; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE XIX

MAINTENANCE OF SPECIFIC WORK DAY BENEFITS

The Village will continue to maintain the following specific workday benefits for employees who are assigned to 24-hour shifts:

- (a) Each Fire Station shall maintain laundry facilities (i.e. a working washing machine and clothes dryer), and shall maintain separate laundry machines for 1) turnout gear; and 2) uniforms, towels, bed linens, etc.
- (b) One employee per shift per fire station will be allowed, with the approval of his Company officer, reasonable time to shop for food and kitchen supplies during his tour of duty.
- (c) All 24-hour employees shall be required to eat at their assigned fire station during their assigned tour of duty.
- (d) Each fire station will have a kitchen with sufficient seating and equipment.
- (e) Each fire station will have a lighted parking lot for use by employees; provided, however, that the new parking lot for Station 18 will be both lighted and fenced.
- (f) The operation of a canteen (e.g., vending machines, etc.) at each fire station will be permitted.
- (g) Employees shall be allowed to use TV sets, video equipment, and hobby materials as may be available at the fire station and during their non-assigned time engage in voluntary recreational activities, subject to such reasonable rules and regulations as the Village may prescribe.
- (h) Each fire station will have a dayroom with sufficient seating, bathroom and shower facilities, and locker facilities.

None of the foregoing shall interfere with the normal operations of the Fire Department.

ARTICLE XX

DISCIPLINE AND DISCHARGE

The Employer agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Fire Chief or his designee believes just cause exists to institute disciplinary action against any such employee, he shall have the option to impose or seek the following penalties:

- (a) oral reprimand
- (b) written reprimand
- (c) suspension
- (d) demotion
- (e) discharge

If the Fire Chief or his designee decides to discipline or institute disciplinary action against any such employee, the following procedures shall apply:

1. Fire Chief's Authority to Discipline and to Suspend Pending Investigation and/or Hearing.
 - (a) The Fire Chief or his designee shall have the following disciplinary authority:
 - (1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of five (5) duty days in accordance with 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the Skokie Board of Fire and Police Commissioners effective July 15, 2002. Such disciplinary action shall be deemed final, subject only to an appeal of such discipline in accordance with the provisions of this Article.
 - (2) To file charges against employees seeking the penalties of a suspension without pay of more than five (5) duty days up to thirty (30) calendar days, demotion or discharge.
 - (b) The Fire Chief or his designee shall also have the authority to suspend an employee with or without pay pending investigation and/or pending a hearing regardless of which hearing option may be selected by the

employee. If the employee is suspended without pay, nothing herein shall be construed to waive an employee's rights under the Supreme Court's decision in *Cleveland Board of Education v. Loudermill*, 470 U.S. 532 (1985).

- (c) If the Fire Chief or his designee decides to discipline an employee or to initiate discipline of an employee, he or his designee shall serve written notice of the charges and disciplinary penalty or proposed disciplinary penalty upon the employee involved. The following provisions shall be applicable when disciplinary action is taken or instituted by the Fire Chief:
 - (1) If the employee elects to have the disciplinary action or proposed disciplinary action heard by the Board of Fire and Police Commissioners, the employee's appeal shall be governed by 65 ILCS 5/10-2.1-17 and the Rules and Regulations of the Skokie Board of Fire and Police Commissioners effective July 15, 2002.
 - (2) If the employee elects (with the approval of the Union) to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article XIII of the Agreement, except that it shall be filed at Step 4 of the procedure. Once the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the decision of the Fire Chief or his designee with respect to the disciplinary action shall be deemed final, subject to the review of said decision through the grievance and arbitration procedure.

- 2. Irrevocable Election of Appeal Procedure. Upon receipt of the notice, the employee may elect to appeal the disciplinary action (excluding oral reprimands under either option and both oral and written reprimands under the Board of Fire and Police Commissioners option) either to the Village of Skokie Board of Fire and Police Commissioners ("Board of Fire and Police Commissioners") or, with the approval of the Union, through the grievance and arbitration procedure set forth in Article XIII of this Agreement. The employee shall notify the Village of his election in writing within ten (10) calendar days of receiving the Fire Chief's written notice of discipline. It is agreed that the option to appeal either to the Board of Fire and Police Commissioners or through the grievance and arbitration procedure are mutually exclusive and that no relief shall be available under the grievance and arbitration procedure with respect to any matter which, at the employee's option, is appealed to the Board of Fire and Police Commissioners, and that no relief shall be available under the Board of Fire and Police Commissioners' appeal process with respect to any matter which, at the employee's option (and with the Union's approval), is appealed to the grievance and arbitration procedure set forth in Article XIII of this Agreement.

3. Board of Fire and Police Commissioners Option. If the employee notifies the Village of his decision to have the appeal heard before the Board of Fire and Police Commissioners, the procedures set forth in 65 ILCS 5/10-2.1-17 shall be applicable except as modified by this Article. Where the Fire Chief believes there is just cause to demote or discharge an employee, he shall not file formal charges with the Board of Fire and Police Commissioners until the employee has notified the Village in writing of his irrevocable option to have the appeal heard before the Board of Fire and Police Commissioners within the ten (10) calendar day period specified above. If the Board of Fire and Police Commissioners determines there is or is not just cause for discipline, it retains the disciplinary and remedial authority, whichever is applicable, set forth in its Rules and Regulations effective July 15, 2002, and 65 ILCS 5/10-2.1-17.
4. Grievance and Arbitration Option. If the employee notifies the Village of his decision to have the appeal heard through the grievance and arbitration procedure, the grievance shall be filed at Step Four. Any appeal to the grievance and arbitration of discipline shall be signed by the Union President or his designee and shall also contain a signed statement from the affected employee waiving any and all rights he may have to appeal the discipline to the Board of Fire and Police Commissioners. Any disciplinary grievance filed without the required signed waiver shall not be arbitral and the arbitrator shall be without jurisdiction to consider or rule upon it. If the arbitrator determines that the disciplinary action is not supported by just cause the arbitrator shall have the authority to rescind or to modify the action and order that the employee be made whole for any losses incurred as a result of disciplinary action, or portion thereof, that is not sustained by the arbitrator.
5. Finality of Decision and Judicial Review. The decision of an arbitrator or the Board of Fire and Police Commissioners, whichever is applicable, with respect to any such disciplinary action shall be final and binding on the employee, the Union, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:
 - (a) Board of Fire and Police Commissioners option: Any appeal of a Board of Fire and Police Commissioners decision shall be in accordance with the provisions of the Administrative Review Act as provided by the Board of Fire and Police Commissioners Act, Illinois Revised Statutes, 65 ILCS 5/10-2.1-17.
 - (b) Arbitration option: Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA, Illinois Revised Statutes, 5 ILCS 315/8.

Pursuant to Article VII, Section 6, of the Illinois Constitution of 1970 and Section 15 of the IPLRA, the foregoing provisions with respect to discipline and the appeal and review of

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discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either Illinois Revised Statutes, 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village of Skokie Board of Fire and Police Commissioners.

ARTICLE XXI

PROMOTIONS TO RANK OF LIEUTENANT

Section 21.1. General. Promotions to the rank of Lieutenant shall be in accordance with the provisions of this Article and, if not otherwise covered by this Article, the applicable provisions of the Fire Department Promotion Act, 50 ILCS 742 (hereinafter the “FDPA”). This Article shall supersede all Rules and Regulations of the Board of Fire and Police Commissioners of the Village of Skokie relating to the promotional process to the rank of Lieutenant. The fire lieutenant promotional process comes under the jurisdiction of the Board of Fire and Police Commissioners (BFPC). Unless otherwise specifically provided in this Article, the promotion process to the rank of Lieutenant shall be administered by the Village’s Director of Human Resources.

Section 21.2. Vacancies. This Article applies to promotions to vacancies in the rank of Lieutenant. A vacancy in such position shall be deemed to occur on the date upon which the position is vacated, and on that same date a vacancy shall occur in the rank of Firefighter, provided that the position continues to be funded and authorized by the Village. If a vacated Lieutenant position is not filled due to the lack of funding or authorization and is subsequently reinstated (i.e., funded and authorized by the Village), the final promotion list shall be continued in effect until all Lieutenant positions that were vacated and not filled due to the lack of funding or authorization have been filled or for a period of five (5) years beginning from the date on which the Lieutenant position was vacated, whichever occurs first. In such event, the candidate or candidates who would have otherwise been promoted when the vacancy originally occurred shall be promoted.

Section 21.3. Eligibility Requirements. Members of the bargaining unit in the rank of Firefighter shall be eligible to participate in the process for promotion to Lieutenant if they have completed five (5) years of service in the Skokie Fire Department as of the date of the

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announcement of the lieutenant promotion process. Certification as a Company Fire Officer or Fire Officer I shall not be a prerequisite for the taking the written examination, but such certification must be obtained within twelve (12) months (depending on class availability) from the date of promotion. If classes are unavailable, written documentation authorized by the Fire Chief must be submitted to the Board of Fire and Police Commissioners stating the reason for class unavailability and the written documentation must state the specific date the class will be taken.

Section 21.4. Notification. Prior to the announcement of the Lieutenants promotional process, the Village of Skokie's Director of Human Resources will review the steps of the process with the Executive Board of Local 3033. If there is a significant difference in the process (i.e., change of vendors), a discussion limited to that difference will occur between the parties.

Section 21.5. Resume. At the time the candidate makes application to participate in the Lieutenant promotional process, the candidate must submit a one-page, single sided resume, along with the application. This resume and application must be submitted within two (2) weeks of the announcement of the Lieutenant promotion process.

Section 21.6. Components of the Promotional Process and the Weighting of Components. All exams shall be impartial and shall relate to those matters that will test the candidate's ability to discharge the duties of Lieutenant. The placement of eligible candidates on a Lieutenant promotion list shall be based on the points achieved by the candidate on each of the following components weighed as specified and completed in the following order:

<u>Component</u>	<u>Weighting of Component</u>
Assessment Center	25%
Promotability Potential Evaluation	10%
Chief's Points	5%
Oral Interview	25%
Seniority	5%
Written Examination	30%

If a candidate wishes to withdraw from the promotional process before the completion of the remaining components of the promotional process, the candidate shall so advise the Village Director of Human Resources in writing.

Section 21.7. Promotion Process Components.

A. Assessment Center. An independent vendor who will use a panel of fire officers from other public sector jurisdictions shall conduct the Assessment Center. A panel process shall be used to conduct the Assessment Center. Depending on the number of applicants, multiple panels may be needed. Each panel shall consist of two (2) or three (3) fire officers in the rank of Battalion Chief or above from other Illinois public sector jurisdictions, provided that all panel members meet the certification or provisional certification requirements of the Fire Department Promotion Act as amended. For two (2) member panels, panel members shall be selected by the parties from a list of five (5) fire officers provided by the vendor in the rank of Battalion Chief or above. For three (3) member panels, panel members shall be selected by the parties from a list of seven (7) fire officers provided by the vendor in the rank of Battalion Chief or above. The parties shall alternately strike names from the list(s) provided by the vendor until the requisite number of names remain. A coin toss shall determine which party strikes the first name. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises. If it is the current practice of vendor and where possible, each interview shall be recorded by tape or other

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electronic means. Any such recording can be heard by the candidate as part of the Assessment Center review session with the Assessment Center process facilitator, no copy shall be provided to the candidate. All such recordings shall be destroyed after the final promotion list has been posted and no timely grievance is filed challenging the list or the final ruling has been issued if a timely grievance is filed, whichever is occurs later. A designated representative of the Union shall be notified and be entitled to be present to monitor any preliminary meeting between certified assessors or representatives of the vendor and representatives of the Village held prior to the administration of the Assessment Center. In the event an assessor is not able to participate in the Assessment Center process for which he is selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the vendor.

B. Promotability Potential Evaluation (“PPE”). The Village and the Union will meet after the current promotional process is complete to review and discuss future changes. The promotability potential evaluation process shall be based on an evaluation conducted by all Captains (all employees in the position of Captain as of the date the PPE is administered) who work shift duty, and three (3) Lieutenants (to be jointly selected by Labor and Management) who each have at least three years in rank (one from each shift) who will convene to review the resumes and rate the applicants. The raters will remain consistent throughout the promotability potential evaluation process. The raters will attempt to reach a consensus on each criterion score. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion. A Deputy Fire Chief will facilitate the Promotability Potential Evaluation meeting.

C. Chief’s Points. The Fire Chief will submit his points, from zero (0) to a maximum of one hundred (100) points to the Village’s Director of Human Resources.

D. Oral Interviews. The Board of Fire and Police Commissioners shall conduct an individual oral interview with each candidate. The members of the BFPC conducting the oral interviews will remain consistent throughout all interviews. The BFPC will make every reasonable effort to conduct all oral interviews within three (3) weeks period of time from the date of the first oral interview. Questions asked during the oral interview shall be structured and applied uniformly for all candidates, shall be job-related and designed to enable the BFPC to determine the candidate's qualifications and abilities to discharge the duties of Lieutenant.

E. Seniority. Seniority points shall be computed as of the date of the written examination. Ten (10) points per year shall be granted for each full year of service as a Firefighter on the Skokie Fire Department above five years of service (i.e., 10 points for six full years of service, 20 points for seven full years of service, etc.) up to a maximum of one hundred (100) points. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

F. Written Examination. The written examination shall be administered after all the other components have been administered. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of a Lieutenant. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Village has identified and made available to potential examinees at least ninety (90) days before the written examination is administered.

Section 21.8. Monitors. Up to two (2) impartial persons who are not members of the Skokie Fire Department may be selected by the Union to serve as monitors by giving written notice to the Village's Director of Human Resources at least seven (7) days prior to the first day that

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monitors are to be used. If the Union designates a monitor/monitors, the Village may also designate an equal number of monitor(s). Each party shall be responsible for all the costs and expenses of its designated monitor(s). Monitors are authorized to be present and observe the following components of the promotional process: the Promotability Potential Evaluations, unsealing of the Chief's points, the Assessment Center, and BFPC oral interviews. Monitors shall not interfere with the promotional process, but shall report in writing the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component being observed to both the Union and the Village's Director of Human Resources. To be considered, such written report must be submitted within 72 hours of the date of the observed or suspected violation.

Section 21.9. Scoring of Components. Each component of the promotional test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

The scores for each component of the promotional process shall be confidentially disclosed to each candidate as soon as practicable after the component is completed. After all components of the promotional process have been completed, the scores for all components for each candidate who completed all components shall be tallied, a preliminary promotion list shall be prepared by the Village Director of Human Resources. The Preliminary Promotion List will be comprised of the weighted score of each component for each candidate without disclosing the name of the candidate(s). This preliminary promotion list shall be posted on the bulletin board at each fire

station. The preliminary promotion list will only include the scores of those candidates who passed the promotional process with a score of 70 or better on the total of all of the components of the promotion process. Candidates shall then be ranked on the preliminary list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

Section 21.10. Veteran's Preference Points and Posting of Final Promotional List. A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Village Director of Human Resources shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The Final Promotion List shall then be posted on the bulletin board at each fire station listing in rank order by name from highest to lowest the scores of all candidates.

Section 21.11. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or the awarding of veteran's preference points may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement. Any such grievance must be filed within 72 hours of the time the final promotion list is posted. Any such grievance shall be limited to disputes relating to a claim that the Village failed to follow the requirements of this Article in administering the promotional process. Only such objective grievances shall be allowed under the parties' grievance and arbitration procedure set forth in Article XIII. The grievance shall not

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involve any claims relating to disputes over the level of the ratings or points awarded by an evaluator as to any component of the promotion process, other than the accuracy of the computations of the points awarded.

If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process. During the pendency of any such grievance, the Fire Chief may assign an employee on a temporary basis to serve as acting Lieutenant.

Section 21.12. Order of Selection. When there is a vacant or newly created position in the rank of Lieutenant that the Village Board of Trustees has funded and authorized to be filled, the person with the highest ranking on the final promotional list shall be appointed, except that the Fire Chief shall have the right to pass over that person if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of Lieutenant since the posting of the promotion list. If the ranking person is passed over, the Fire Chief shall document the reasons for the decision and shall so advise the person passed over. Unless the reason for passing over the highest ranking person on the list at the time of the vacancy is not remediable, no such person shall be passed over more than once. If there is a dispute over the selection of the second highest ranked person, the highest ranked person may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in Article XIII of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 72 hours of the time the employee has been advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure.

Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from

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the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 21.13. Duration of Final Promotion List. A final promotion list shall be effective for a period of two (2) years from the date of its posting. The Village shall take all necessary steps to ensure that the Board of Fire and Police Commission maintains in effect a current eligibility list so that promotion to Fire Lieutenant vacancies are filled not later than 180 days after the occurrence of the vacancy. If there is no final adjusted Fire Lieutenant promotion list in effect for Fire Lieutenant on that date, or if all persons on the current final adjusted promotion list for Fire Lieutenant refuse the promotion, the Village shall not make a permanent promotion until a new final adjusted promotion list has been prepared in accordance with this Article, but may make a temporary appointment to fill the vacancy. Temporary appointments shall not exceed 180 days.

ARTICLE XXII

PROMOTIONS TO RANK OF FIRE CAPTAIN

Section 22.1. General. The examination process for promotion to the rank of Captain shall be competitive among employees in the rank of Lieutenant who meet the eligibility requirements set forth in Section 22.2 below and desire to submit themselves to such process. Such promotions to the rank of Fire Captain shall be in accordance with the provisions of the Fire Department Promotion Act (“IFDPA”), 50 ILCS 742, and the contractual provisions set forth below.

Unless otherwise specifically provided in this Article, the promotion process to the rank of Captain shall be administered by the Village of Skokie’s Director of Human Resources.

Section 22.2. Eligibility Requirements. Members of the bargaining unit in the rank of Lieutenant shall be eligible to participate in the process for promotion to Captain if they (1) have completed one year in the rank of Lieutenant as of the date of the announcement of the Captain promotional process, (2) are certified or provisionally certified as an Advanced Fire Officer (previously, Fire Officer II), and (3) have at least 60 semester hours of credit or an Associate Degree from an accredited college or university.

Section 22.3. Notification. Prior to the announcement of the Captain promotional process, the Village of Skokie’s Director of Human Resources will review the steps of the process with the Executive Board of Local 3033.

Section 22.4. Resume. At the time the candidate makes application to participate in the Captain promotional process, the candidate shall submit a resume with written supporting documentation along with the application. This resume shall document the candidate’s satisfaction of the eligibility requirements stated in Section 22.2 above. This resume shall include

documentation (e.g., transcripts, certifications, etc.) and must be submitted within two (2) weeks of announcement of the Captain promotional process.

Section 22.5. Components of Promotional Process and the Weighting of Components.

The placement of eligible candidates on a Captain promotion list shall be based on the points achieved by the candidate on each of the following components:

<u>Component</u>	<u>Percentage Weighting</u>
Written Examination	30%
Assessment Center	20%
Promotability Potential Evaluation	15%
Oral Interview	30%
Seniority	5%

Section 22.6. Promotion Process Components.

(a) Written Examination. The subject matter of the written examination shall fairly test the capacity of the candidate to discharge the duties of a Captain. The written examination shall be developed by an independent outside agency and shall have been independently validated. The examination shall be based only on the contents of written materials that the Village has identified and made available to potential examinees at least 90 days before the examination is administered. The test questions and material must be pertinent to the rank of Captain.

(b) Assessment Center. The Assessment Center shall be administered by the Institute of Public Safety Personnel (“IPSP”). A panel process shall be used to conduct the Assessment Center. Depending on the number of applicants, multiple panels may be needed. Each panel shall consist of two (2) or three (3) fire officers in the rank of Deputy Chief or above from other Illinois public sector jurisdictions, provided that all panel members meet the certification or provisional certification requirements of the Fire Department Promotion Act as amended. For two (2) member panels, panel members shall be selected by the parties from a list of five (5) fire officers in the

rank of Deputy Chief or above provided by IPSP. For three (3) member panels, panel members shall be selected by the parties from a list of seven (7) fire officers in the rank of Deputy Chief or above. The parties shall alternately strike names from the list(s) provided by IPSP until the requisite number of names remain. A coin toss shall determine which party strikes the first name. The Assessment Center shall include the use of multiple assessment techniques and tactical exercises. In the event an assessor is not able to participate in the Assessment Center process for which he is selected, either of the parties involved in the promotion process may request that additional names of certified assessors be provided by the IPSP.

(c) Promotability Potential Evaluation. The promotability potential evaluation process shall be based on an evaluation conducted by all the current Captains (employees in the position of Captain as of the date of the announcement) who will convene to review the resumes and rate the applicants. The raters will attempt to reach a consensus on each criterion score. If the raters cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion. A Deputy Chief will facilitate the Promotability Potential Evaluation meeting with the Captains. The Village and the Union will meet after the current promotional process to review and discuss future changes.

(d) Oral Interviews. A team of three Village administrators (i.e., the Village Director of Human Resources, the Fire Chief, and the Police Chief) shall conduct an individual oral interview with each candidate. The panel of Village administrators will remain consistent throughout all interviews. Questions asked during the oral interview shall be structured and applied uniformly for all candidates, shall be job-related and designed to enable the team of three Village administrators to determine the candidate's qualifications and abilities to discharge the duties of Captain. The raters will attempt to reach a consensus on each criterion score. If the raters

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cannot reach a consensus, the high and low scores will be dropped and the remaining scores will be averaged to determine the score for the criterion.

(e) Seniority. Seniority points shall be computed as of the date of the written examination. Twenty (20) points shall be granted for each full year of service as a Lieutenant on the Skokie Fire Department up to a maximum of one hundred (100) points. The seniority list shall include the seniority date, any breaks in service, the total number of eligible years, and the number of seniority points.

Section 22.7. Scoring of Components and Posting of Preliminary Promotion List. Each component of the promotion test shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factor assigned to the component on the test and the scores of all components shall be added to produce a total score based on a scale of 100 points. Candidates shall then be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test. Such ranking shall constitute the preliminary promotional list.

The scores for each component of the promotional process shall be disclosed to each candidate as soon as practicable after the component is completed. The composite score for each of the subjective components shall be posted before the written component is administered. Once the candidates have completed all components of the promotional process, the scores for all components for each candidate shall be tallied and a preliminary promotion list shall be prepared by the Village Director of Human Resources on which candidates shall be ranked in rank order based on the highest to the lowest points scored on all components of the promotional process. The Preliminary Promotion List will only include the scores of those candidates who have completed all the components of the promotional process with a total score of 70 or higher. This preliminary promotion list shall then be posted on the bulletin board at each fire station.

Section 22.8. Veteran's Preference Points and Posting of Final Promotion List. A candidate on the preliminary promotion list who is eligible for veteran's preference points under applicable law may file a written application within 10 days after the initial posting of the preliminary promotion list. If requested, the veteran's preference points shall be added to the candidate's total score on the preliminary promotion list. The Village Director of Human Resources shall then make adjustments to the rank order on the preliminary promotion list based on any veteran's preference points that have been awarded. The Final Promotion List shall then be posted on the bulletin board at each fire station listing in rank order by name from highest to lowest the scores of all candidates who have achieved a total score of 70 or higher.

Section 22.9. Order of Selection. When there is a vacant or newly created position in the rank of Captain that the Village Board of Trustees has funded and authorized to be filled, the Fire Chief shall recommend to the Village Manager and the Village Manager shall appoint the person with the highest ranking on the final promotional list, except that the Fire Chief shall have the right to pass over that person and recommend the appointment of the next highest ranked person on the list if the Fire Chief has reason to conclude that the highest ranking person has demonstrated substantial shortcomings in work performance or has engaged in misconduct affecting the person's ability to perform the duties of the promoted rank since the posting of the promotion list. In such event, the Village Manager shall appoint the next highest ranked person on the list. If the highest ranking person is passed over, the Fire Chief shall document his reasons for his decision to recommend the next highest ranking person on the list. Unless the reasons for passing over the highest ranking person are not remediable, no person who is the highest ranking person shall be passed over more than once. Any dispute as to the selection of the first or second highest-ranking person shall be subject to resolution in accordance with the provisions of the grievance and

{00741644.DOCX v. 2 }

arbitration procedure set forth in Article XIII of this Agreement; provided, however, any such grievance must be filed within seventy-two (72) hours of the time the employee is advised that he/she is being passed over. Any such grievance will be filed at Step 3 of the grievance procedure.

Any candidate may refuse a promotion once without losing his or her position on the final promotional list. Any candidate who refuses a promotion a second time shall be removed from the final promotion list, provided that such action shall not prejudice a person's opportunity to participate in future promotional processes.

Section 22.10. Duration of Final Promotion List. A final promotion list shall be effective for a period of two years from the date of its posting.

Section 22.11. Monitors. Up to two (2) impartial persons who are not members of the Skokie Fire Department may be selected by the Union to serve as monitors by giving written notice to the Village's Director of Human Resources at least seven (7) days prior to the first day that monitors are to be used. If the Union designates a monitor/monitors, the Village may also designate an equal number of monitor(s). Each party shall be responsible for all the costs and expenses of its designated monitor(s). Monitors shall not interfere with the promotional process, but shall report in writing the full details and facts concerning any observed or suspected violations of the provisions of this Article applicable to the component being observed to both the Union and the Village's Director of Human Resources. To be considered, such written report must be submitted within 48 hours of the date of the observed or suspected violation.

Section 22.12. Right of Review. Any individual participant in the promotional process who believes that an error has been made with respect to eligibility to take an examination, examination result, placement or position on a promotion list, or veteran's preference may file a grievance in accordance with the provisions of the grievance and arbitration procedure set forth in

Article XIII of this Agreement; provided, however, to be considered timely, any such grievance must be filed within 72 hours of the time the final promotion list is posted. If a grievance is filed, the promotion shall be held in abeyance pending completion of the grievance process.

ARTICLE XXIII

ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement. Notwithstanding the above, the Union specifically does not waive and reserves its right to engage in impacts/effects bargaining unless the impact and/or effects are otherwise addressed in this Agreement.

ARTICLE XXIV

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by the Illinois State Labor Relations Board or any court of competent jurisdiction, such decision shall apply to the specific Article, section or portion thereof specified in the Board or court decision, and the remaining parts or portions of this Agreement shall remain in full force and effect. In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, section or portion of this Agreement.

ARTICLE XXV

DURATION AND TERM OF AGREEMENT

Section 25.1. Termination in 2024. This Agreement shall be effective as May 1, 2021 and as otherwise specified in specific contract provisions and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph. Even though this Agreement has terminated pursuant to the provisions of this Article, during the pendency of impasse arbitration proceedings, existing wages, hours, and other conditions of employment shall not be changed without the consent of the other but a party may so consent without prejudice to its rights or position in any such proceedings.

CONTRACT SIGNATURES

Executed this ___th day of ____ 2023.

VILLAGE OF SKOKIE

**SKOKIE FIREFIGHTERS IAFF,
LOCAL 3033**

John T. Lockerby, Village Manager

Nicolas Eaglin, President

SIDE LETTER

RESIDENCY

The Union agrees, that upon ratification of the 1999 Collective Bargaining Agreement, it will not unilaterally raise the issue of residency in future negotiations for the next ten (10) years.

IAFF LOCAL 3033

VILLAGE OF SKOKIE

By: Ben K. Win

By: [Signature]

10034287.2

November 11, 2002

SIDE LETTER

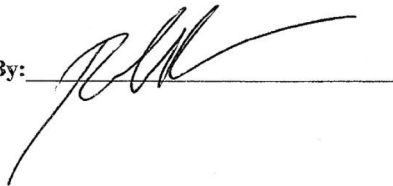
As part of the off-the-record discussions over possible amendments to the 2009-2010 collective bargaining agreement, the parties agreed to the following:

1. The Union will request that the ILRB dismiss the pending unfair labor practice complaint.
2. With respect to the supplemental proceedings presently pending before Arbitrator Hill, the Union will advise Arbitrator Hill that it accepts the Village's position on the merits (i.e., that the Fire Captain promotion process is to be administered by the Village's Personnel Director) and that there is no need for the issuance of a decision.
3. After the Union has complied with the provisions of paragraph 2 above, the Village will pay the Union attorney's reasonable legal fees directly related to the supplemental proceedings before Arbitrator Hill.
4. The Union will make a good faith effort to cooperate and support the Village's Sick Leave Program.
5. The Union will make a good faith effort to support the implementation of the Foreign Fire Insurance Board and its associated budgeting and expenditure processes.
6. The Village will make a prompt good faith effort to discuss a multi-year contract beyond the 2009/10 fiscal year agreement. Provided the parties are discussing a multi-year contract, the Village will make a good faith effort to move the ranking up from their current position.

IAFF LOCAL 3033

VILLAGE OF SKOKIE

By: _____



By: _____



#346630

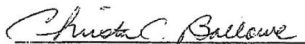
FINAL

MEMORANDUM OF AGREEMENT

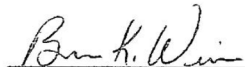
The Village of Skokie and Local 3033 of the IAFF agree that by removing the following language in Article XII, Section 12.28 Promotions to the Rank of Fire Lieutenant of the tentative agreement, "...In the event no employee elects to participate in said promotional process or in the event no employee participating in the promotional process is eligible for promotion pursuant to the provisions of Section 12.28c below, then the Village shall have the option of extending the promotion process to other candidates that the Village determines are qualified, so long as all Local 3033 employees had been given an equal opportunity to meet those eligibility requirements.", the Local 3033 Executive Board assures that there will be no refusal by members of the bargaining unit to participate in the Fire promotional process.

Executed this 11th day of August, 2004

Village of Skokie


Christa C. Ballowe, Personnel Director

Skokie Firefighters IAFF, Local 3033


Bruce K. Wimer, President


**SIDE LETTER OF AGREEMENT
REGARDING SECTIONS 12.29 AND 15.8**

Pursuant to the provisions of Article XVI (Labor-Management Committee), the parties agree that within thirty (30) days after the issuance of Arbitrator Martin H. Malin's Award, or prior thereto, a Labor-Management Committee ("LMC") meeting shall be convened for the specific purpose of reviewing the current vendor that administers of benefits under the Village's Post-Employment Health Plan ("PEHP") that is referenced in both Section 12.29 (Retiree Separation Benefits) and Section 15.8 (Post-Employment Medical Savings Plan) and to consider possible alternative vendors that might improve the manner in which such benefits are administered. For this purpose, the LMC shall be empowered to research available alternative vendors and compare their costs and benefits. To accomplish this task, the LMC can invite representatives of the existing vendor and alternative vendor(s) to attend Committee meetings for the purpose of providing information on the costs, benefits, and options provided by each vendor, as well as to respond to questions from Committee members.

Memorandum

Community Development Department, Economic Development Division

TO: John T. Lockerby, Village Manager
Michael M. Lorge, Corporation Counsel
Johanna Nyden, Community Development Director

FROM: 
Len Becker, Economic Development Manager

DATE: February 1, 2023

**SUBJECT: AGENDA ITEM: BOARD OF TRUSTEES MEETING, JANUARY 17, 2023
TIF DEVELOPMENT AGREEMENT FOR 8047 SKOKIE BOULEVARD
(BAS 5 DEVELOPMENT, LLC.)**

Mr. Gary Levitas of BAS 5 Development, LLC has requested financial assistance under the Village’s Downtown Science & Technology Tax Increment Finance (TIF) District in order to redevelop a former bank building at 8047 Skokie Boulevard (PIN # 10-22-325-032-0000) into a new mixed-use building. The developer (the “Developer”), has presented a well-thought out redevelopment project for the Village’s Downtown transit-oriented area, which is located directly across the street from the Oakton CTA station. The Developer has years of experience developing dozens of distinctive residential and commercial properties throughout Chicagoland as well as the adjacent BLVD project which was completed in 2020. The contemplated project was initially presented to Village staff in January 2022 and was approved by the Skokie Plan Commission and Village Board in December 2022. The Developer has validated a basis for TIF assistance for this \$12 million+ construction project. Staff has reviewed, refined and negotiated an appropriate assistance package in accordance with the TIF statute and the TIF Plan for the area. Following said negotiations, the Developer is hereby requesting, and staff is recommending, the issuance of a ‘pay-as-you-go’ TIF Note in the amount of \$1,700,000 in order to cover extraordinary costs associated with this project.

Village staff and the Developer firmly believe that this project will be a significant addition to the Downtown in that it will continue to advance the Skokie Boulevard corridor and address current site conditions. The proposed development consists of the following: BAS 5 Development will construct a 6-story, 56-unit apartment building (gross leasable area of 81,500 square feet), designed with modern architecture and high-end finishes. The building will also contain approximately 5,837 square feet of ground floor commercial space and residential amenity space. A total of 78 parking spaces (both indoor and outdoor) will be constructed for residents and guests of the building. The apartment mix will consist of 16 one bedroom / one bath units, 20 one bedroom + Den / one bath units, and 20 two bedroom / two bath units. As a condition of TIF Assistance for the project, the Developer has agreed to designate and provide three units as affordable. These units will consist of one 2 bedroom / 2 bath unit, one 1 bedroom + Den unit, and one 1 bedroom / one bath unit at 100% of the AMI for a period of at least 20 years. In order to build a successful project, the Developer will need to address current site conditions including potential environmental remediation and engineering services and approvals necessary to construct adequate water detention and other utility services to the site. As a part of this agreement and mandated by OSHA, the Village will coordinate with ComEd

and pay to relocate the power poles (which are currently adjacent to the property) to the east side of the alley.

The Board of Trustees approved the Downtown Science & Technology Tax Increment Financing (TIF) District in 2005 and amended it in 2015 and 2019. The TIF District includes properties in and outside of the Illinois Science + Technology Park and the Village has received several mixed-use proposals designed to take advantage of and support the tech park's success as a major employment center. The TIF District is scheduled to terminate in 2029, and staff has been working with several development teams to accomplish equitable public-private redevelopment agreements which accomplish mutual goals for growth and investment in the area. The formidable project proposed for 8047 Skokie Boulevard will not only cure a condition of blight and vacancy in a prime transit-oriented location within the Village but will also provide new market and affordable-rate housing options, new property and potential sales taxes and additional jobs within Downtown Skokie.

Village staff has determined that the proposed project will, over the remaining life of the TIF District, generate incremental property taxes in excess of the TIF eligible cost amounts for which the Developer is seeking reimbursement. The amount of TIF funds to be provided to the Developer shall be \$1,700,000 and will be reimbursed via annual 'pay-as-you-go' distributions made by the Village in accordance with a TIF Note issued by the Village as set forth in the attached proposed Development Agreement. The approved eligible costs, the source of the incremental TIF funds, the terms of the Note, projected construction timetable, and other critical representations and warranties are also contained in the attached Development Agreement. Construction is scheduled to start in the spring of 2023. Based upon the anticipated assessed value of the project (projected to be stabilized in late 2024) and utilizing conservative estimates of future State equalizer, local real estate tax and inflationary rates, the project is scheduled to generate more than \$400,000 annually.

As previously noted, Mr. Levitas has already received approvals for the project by the Plan and Appearance Commissions, and the Developer is now seeking Village Board approval of a TIF Note to support the project. Said receipts of any TIF funds over the life of the Note will be subject to any further planning and/or certificate of occupancy approvals required by the Village. Proper documentation of payments to contractors or businesses, including contracts, invoices, canceled checks, and waivers-of-lien from major contractors will be required by the Village before any TIF funds will be paid on the Note.

We respectfully request Board approval of the Village's first TIF Note within the Downtown Science & Technology TIF District in order to support the proposed mixed-use residential and commercial project at 8047 Skokie Boulevard.

Cc Julian Prendi

RESOLUTION MAY BE CITED AS
VILLAGE RESOLUTION

23-2-R-

**A RESOLUTION APPROVING AND AUTHORIZING A
DEVELOPMENT AGREEMENT WITH BAS 5 DEVELOPMENT LLC FOR
THE PROPERTY LOCATED AT 8029-8047 SKOKIE BOULEVARD,
SKOKIE, ILLINOIS**

WHEREAS, the Village of Skokie (hereinafter "Skokie") is authorized under its Home Rule Authority and the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (hereinafter "Act") to finance redevelopment through the allocation of tax revenue pursuant to the requirements of the Act; and

WHEREAS, Skokie issued a Redevelopment Plan and Project dated October 27, 2005, subsequently amended on November 15, 2015 (hereinafter "Redevelopment Plan") which established planning goals and requirements for a specific and delineated area of Skokie (hereinafter "Redevelopment Zone") for the purpose of encouraging necessary redevelopment and both commercial and residential growth; and

WHEREAS, to aid and create a viable economic environment for the redevelopment and commercial and residential growth in the Redevelopment Zone, Skokie established, through requisite proceedings, the Downtown Science + Technology Tax Increment Financing District Redevelopment Plan and Project (hereinafter "TIF"); and

WHEREAS, BAS 5 Development LLC (hereinafter "Developer") wishes to develop certain land in the Redevelopment Zone located at 8029-8047 Skokie Boulevard, Skokie, Illinois, consisting of approximately 24,180 square feet of land (hereinafter "Subject Property") which has been vacant and without any useful purpose for many years; and

WHEREAS, the Developer desires to redevelop the Subject Property and to create commercial and residential growth which will also further the redevelopment of adjacent areas will increase the real property tax base of taxing districts of the community and generate new sales tax from the commercial uses of the Project;

WHEREAS, Developer intends to construct a five (5) story mixed-use commercial and residential building with 56 rental residential units, approximately 4,280 square feet of ground floor commercial space and approximately 1,558 square feet of amenity space with 78 indoor and covered vehicle parking spaces with 6 spaces (hereinafter "Project") reserved for commercial use; and

WHEREAS, the Developer shall allocate at least 3 rental residential units as affordable housing for residents at 100% of adjusted median income (AMI) for 20 years. This allocation shall include at least one (1) one-bedroom one-bath unit, one (1) one-bedroom one-bath unit with den and one (1) two-bedroom two-bath unit of the 56 residential units in the Project.

WHEREAS, Developer has provided supportive documentation to Skokie that, given the costs associated with the site preparation and the construction of the Project, the Project will not be possible or feasible without financial assistance from Skokie. Skokie recognizes that the development and operation of the Project at the Subject Property prevents a

condition of potential blight in a prime residential and commercial location within the Redevelopment Zone; and

WHEREAS, Developer has validated a basis for TIF assistance for this \$12,000,000 construction project. Village staff and Corporation Counsel have reviewed, refined and negotiated an appropriate assistance package in accordance with the TIF statute and the TIF Plan for the area and staff is recommending the issuance of a 'pay-as-you-go' TIF Note, at an amount not to exceed \$1,700,000, in order to cover extraordinary costs associated with this Project; and

WHEREAS, the Village Manager and Corporation Counsel have recommended to the Mayor and Board of Trustees that the Development Agreement with BAS 5 Development LLC regarding the property located at 8029-8047 Skokie Boulevard, Skokie, Illinois, be approved substantially in the form attached hereto and marked as Exhibit "1", subject to changes approved by the Village Manager or designee and the Corporation Counsel of the Village of Skokie;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois that the Village of Skokie is hereby authorized to enter into the Development Agreement with BAS 5 Development LLC regarding the property located at 8029-8047 Skokie Boulevard, Skokie, Illinois, a copy of which is attached hereto and marked Exhibit "1", subject to changes approved by the Corporation Counsel and Village Manager or designee, be and the same is hereby approved

BE IT FURTHER RESOLVED by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois that the Village Manager is hereby authorized to execute the Development Agreement with BAS 5 Development LLC regarding the property located at 8029-8047 Skokie Boulevard, Skokie, Illinois, a copy of which is attached hereto and marked Exhibit "1", subject to changes approved by the Corporation Counsel and Village Manager or designee.

PASSED this day of February, 2023.

Ayes:

Village Clerk

Nays:

Absent:

Approved by me this day of
February, 2023.

Attest:

Village Clerk

Mayor, Village of Skokie

Exhibit 1

**DEVELOPMENT AGREEMENT
8047 SKOKIE BOULEVARD PROJECT
SKOKIE, ILLINOIS**

THIS AGREEMENT FOR THE DEVELOPMENT OF 8047 SKOKIE BOULEVARD, SKOKIE, ILLINOIS (hereinafter "Agreement"), is entered into as of January ____, 2023 (hereinafter "Effective Date"), by and among BAS 5 Development, LLC, an Illinois limited liability company (hereinafter "Developer") and the Village of Skokie, an Illinois municipal corporation, 5127 Oakton, Skokie, Illinois 60077 (hereinafter "Skokie") (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, Skokie has the authority, pursuant to its Home Rule Authority and the laws of the State of Illinois, to promote the health, safety and welfare of Skokie and its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase employment and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes; and

WHEREAS, Skokie is authorized under its Home Rule Authority and the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (hereinafter "Act") to finance redevelopment of vacant, abandoned or under-utilized property, through the allocation of tax revenue pursuant to the requirements of the Act; and

WHEREAS, Skokie issued a Redevelopment Plan and Project dated October, 2005, subsequently amended on November 15, 2015 (hereinafter "Redevelopment Plan") which established planning goals and requirements for a specific and delineated area of Skokie (hereinafter "Redevelopment Zone") for the purpose of encouraging necessary redevelopment and both commercial and residential growth; and

WHEREAS, to aid and create a viable economic environment for the redevelopment and commercial and residential growth in the Redevelopment Zone, Skokie established through requisite proceedings the Downtown Science + Technology Tax Increment Financing District Redevelopment Plan and Project (hereinafter "TIF"); and

WHEREAS, the Developer owns property in the Redevelopment Zone located at 8047 Skokie Boulevard, Skokie, Illinois (PIN 10-22-325-032-0000) consisting of approximately 24,180 square feet of land with a legal description set forth in Exhibit "A" (attached hereto and incorporated by reference) (hereinafter "Subject Property"); and

WHEREAS, the Developer shall redevelop the Subject Property, create commercial and residential growth and thereby also further the redevelopment of adjacent areas and strengthen the Redevelopment Zone, which will increase the real property tax base of taxing districts of the community from the commercial uses of the Project; and

WHEREAS, the Developer shall construct a 5-story, mixed use building with fifty-six (56) rental residential units comprised of 16 one-bedroom one-bath units, 20 one-bedroom one-bath units with a den, 20 two-bedroom two-bath units, approximately 4,280 square feet of commercial space and approximately 1,558 square feet of amenity space (hereinafter collectively "Project"); and

WHEREAS, the Developer shall allocate at least 3 rental residential units as affordable housing for residents at 100% of adjusted median income (AMI) for 20 years. This allocation shall include at least one (1) one-bedroom one-bath unit, one (1) one-bedroom one-bath unit with den and one (1) two-bedroom two-bath unit of the 56 residential units in the Project.

WHEREAS, the Parties desire to enter into this Agreement, regarding the terms and conditions by which Developer shall design, develop and construct the Project on the Subject Property, pursuant to Village zoning and regulations and the terms and provisions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
THE PROJECT AND
THE PARTIES' PARTICIPATION

1.1 The Project shall contain the following elements:

- (a) The Building. Developer shall design, develop and construct an approximate 81,500 square foot, 5-story, mixed use building, not to exceed 156 feet in height, with fifty-six (56) rental residential units comprised of 16 one-bedroom one-bath units, 20 one-bedroom one-bath units with a den, 20 two-bedroom two-bath units, approximately 4,280 square feet of commercial space and approximately 1,558 square feet of amenity space, parking for 78 vehicles; and (iv) ancillary improvements such as landscaping and sidewalks (hereinafter collectively "Project");
- (b) The Project. The description of the Project in the preceding paragraph is subject to modification based on final approval of the construction documents for the Project by Skokie, so long as such modifications are consistent with Plan Review and compliant with Skokie Code.

1.2 Tax Increment Financing

- (a) Developer has already notified and provided supportive documentation to Skokie that, given the costs associated with the site preparation of the Subject Property, redevelopment of the Subject Property and the construction of the Project with affordable housing included, the Project will not be possible or feasible without financial assistance from Skokie. Skokie recognizes that the development and operation of the Project at the Subject Property prevents a condition of potential blight in a prime residential and commercial location within the Redevelopment Zone.
 - (b) Skokie agrees to provide TIF funding (hereinafter "TIF Funds") to reimburse Developer for TIF eligible costs related to the design, development of the Subject Property and construction of the Project. The source of the TIF Funds shall be exclusively the incremental property tax revenue generated from the Project on the Subject Property through 2028 and payable through 2029. The Parties acknowledge the incremental property tax revenue shall mean all real estate taxes paid on the Subject Property during the TIF period and if necessary all revenue generated in any Skokie TIF project from which funds can be borrowed for the purpose of completing this Project.
 - (c) The Parties acknowledge and agree that the maximum amount of TIF Funds to be provided to Developer pursuant to the terms and conditions of this Agreement shall be and shall not exceed \$1,700,000. The TIF Funds shall be limited to TIF eligible costs approved by Skokie and listed in Exhibit "B" (attached hereto and incorporated by reference).
- 1.3 Unavailability of TIF Funds. Skokie does not endorse or recommend reliance on projections of any kind, from any source or consultant as to the sufficiency or predictability of available incremental taxes for TIF Funding for this Project and Developer assumes all risk concerning the costs to complete this Project. This is especially the case due to changes in the multiplier established by the State of Illinois and the tax rate in the Redevelopment Zone. Notwithstanding the provisions of Section 1.2 Skokie is not obligated to provide TIF Funds in any year in which there are inadequate available incremental taxes for the TIF Funding. However, Skokie shall pay the amount of any unpaid TIF Funds in any subsequent year, but only to the extent of adequate available incremental taxes for the TIF Funding, including TIF Funds borrowed from other TIF projects for those subsequent years. If, any outstanding TIF eligible costs are unpaid for any reason, including without limitation the inadequacy of available incremental taxes for the TIF Funding in all Skokie TIF projects, such outstanding TIF eligible costs will be delayed year to year until TIF Funds are available and Developer shall take no action against Skokie during the interim. It is understood and agreed upon between the Parties that Skokie does not promise to use revenue from its general funds for this Project to replace TIF Funding.
- 1.4 All payments to Developer from Skokie shall be paid on an annual basis and are contingent upon and conditional to the receipt of proper documentation of full and complete payments to contractors and businesses, and must include at

a minimum all contracts, partial and final lien waivers, current pay requests and proof of payment and must be consistent with the Preliminary Budget described in Exhibit "C" (attached hereto and incorporated by reference).

1.5 Developer's Contributions:

1.5.1 Construction of the Project on the Subject Property. Subsequent to the effective date of Village Ordinance 18-Z-2-4353 and the issuance of appropriate building permits by Skokie, Developer shall commence with the construction of the Project and related improvements, based on plans and specifications (hereinafter "Plans") submitted to Skokie and approved by Skokie as a result of the permitting process.

1.5.2 Marketing of Residential and Commercial Units. As owner of the Project, Developer shall be responsible for the marketing and leasing of the residential units located in the Project, as well as the commercial spaces located in the Project.

1.5.3 Affordable Housing. The Developer shall allocate at least 3 rental residential units as affordable housing for residents at 100% of adjusted median income (AMI) for 20 years. This allocation shall include at least one (1) one-bedroom one-bath unit, one (1) one-bedroom one-bath unit with den and one (1) two-bedroom two-bath unit of the 56 residential units in the Project.

1.6 Skokie's Contributions. Skokie shall take all action necessary, including the payment of any fees and costs to move the utilities needed for the Project from the west side of the Subject Property to the east side of the Subject Property. Developer understands and acknowledges that Skokie cannot control or influence the timing of this work which must be performed and completed by various utility companies, including Com-Ed and that these utility companies complete such projects on their own schedule. Developer shall take no legal or other action against Skokie should the utility companies be delayed in moving required utilities so long as Skokie requests such changes in a timely manner upon receipt of necessary information and drawings from Developer and uses its best efforts.

ARTICLE 2 CONSTRUCTION OF THE PROJECT

2.1 Projected Timetable.

2.1.1 Completion. The Project shall be completed, subject to Permitted Delays no later than June 30, 2025.

2.1.2 Time is of the Essence; Permitted Delays. Time is of the essence of this Agreement; provided, however, neither Developer nor Skokie shall be deemed in default with respect to any performance obligations under this Agreement or their respective parts to be performed if any such failure to timely perform is due in whole or in

part to the following (which, if claimed in writing, delivered within thirty (30) days of the event giving rise to constitute an "unavoidable delay"): acts of nature, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts or omissions, newly enacted governmental restriction, regulation or control, injunctions, failure of suppliers, subcontractors, and/or carriers, shortage or delays in delivery or materials, labor strikes and other like events that are beyond the reasonable anticipation and control of Developer or Skokie.

2.1.3 The Parties understand that time is of the essence and the provision of TIF Funding and other financial support by Skokie may be reduced by Skokie if substantial completion and occupancy of the Project does not occur by June 30, 2025, subject to Permitted Delays as are described in this paragraph.

2.2 Certificate of Completion. Upon the substantial completion of construction of the Project as reasonably determined by Skokie, Developer may request a certificate of completion (hereinafter "Certificate") certifying that Developer has fulfilled its obligation to complete the Project in accordance with the terms of the Agreement.

2.3 Construction Documents. Developer shall develop and construct the Project in accordance with the Plans which have been presented to Skokie and Developer shall complete the Project in conformity with the aesthetics, design, purpose and number of units in these Plans and shall obtain Skokie's approval for any changes to the design, scope or components of the Project.

2.4 Compliance with Applicable Codes. Developer shall comply with all applicable zoning ordinances and regulations, building codes, fire codes and all other applicable Village ordinances, resolutions and regulations regarding the construction of the Project.

2.5 Compliance with Laws. Developer shall comply or diligently pursue compliance with all applicable laws, rules and regulations of the State of Illinois, the United States of America, codes, ordinances and regulations of Skokie and all agencies having jurisdiction over Developer.

2.6 Construction on Skokie Property. It is contemplated that foundation or other subsurface construction may be necessary to complete the Project. Developer shall negotiate with Skokie and enter into an easement agreement with indemnification running to Skokie prior to the commencement of any construction.

ARTICLE 3 **TRANSFER**

3.1 Transfer. Until Skokie issues its Certificate regarding the completion of the Project, Developer shall not transfer, sell or assign its interest in the Project and

the Subject Property other than to a related entity of Developer. For a period of three (3) years subsequent to the issuance of the Certificate of Occupancy or of the Certificate, whichever is issued first, if Developer seeks to transfer, sell or assign its interest in the Project and the Subject Property other than to a related entity of Developer, Developer shall obtain the written approval of Skokie, which shall be exercised in its reasonable discretion but not be unreasonably withheld.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES**

4.1 Skokie's Representations and Warranties. Skokie hereby represents, warrants and covenants to Developer on and as of the date hereof and on and as of the date of transfer, as follows:

4.1.1 Neither the execution, nor delivery of this Agreement, consummation of the transactions contemplated hereby, nor fulfillment of or compliance with the terms and conditions hereof, conflict with or will result in a breach of any of the terms, conditions or provisions of any agreement or instrument to which Skokie is a party or by which it is bound, or constitutes a default under any of the foregoing. To the best of Skokie's knowledge, the consummation of the transaction provided for herein shall not violate any Laws;

4.2 Developer's Representations and Warranties. Developer hereby represents, warrants and covenants that as of the execution date hereof, Developer has full power and authority to execute this Agreement and owns the Subject Property as provided for in this Agreement and this Agreement is binding and enforceable against Developer.

ARTICLE 5 **RELEASE AND INDEMNIFICATION**

5.1 Release and Indemnification. The indemnifications and covenants contained in this Article shall survive termination or expiration of this Agreement for a period of two (2) years following the expiration of the Term of the Agreement.

5.2 Hold Harmless. Developer shall hold harmless, indemnify and defend Skokie and its governing body members, officers, agents, employees and independent contractors from and against all claims, causes of action and suits of every kind and nature, including liabilities, damages costs, expenses and reasonable attorney's fees brought by third parties arising from any and all conduct of Developer, its independent contractors, officers, agents, employees, representatives or any other person in connection with the construction and operation of the Project; excepting, however, that caused by the negligence of Skokie.

5.3 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of Skokie shall be personally liable to Developer in the event of any default or breach by any party under this

Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

ARTICLE 6 **REAL ESTATE TAXES**

- 6.1 Assessed Value. Developer shall not seek a reduction in the assessed value of the Subject Property during any year Developer is receiving TIF funds without prior written approval from Skokie.
- 6.2 Subject Property Tax Exemption. Developer, during the Term of the Agreement, shall not file for a tax exemption on the Subject Property and shall cooperate with Skokie in keeping the Subject Property on the tax rolls and Developer shall be responsible for and pay all real estate taxes related to the Subject Property.

ARTICLE 7 **INSURANCE**

- 7.1 Insurance. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Developer, pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law. At a minimum, Developer shall procure and maintain, and shall cause any subcontractor of the Developer to procure and maintain, the minimum insurances listed below. Such coverages shall be procured and maintained with forms and insurances acceptable to Skokie. Skokie shall be named as an additional insured on Developer's insurance coverage. Prior to commencement of the work, Developer shall submit certificates of insurance acceptable to Skokie. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage:
- a. Workers' compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease - policy limit, and one million dollars (\$1,000,000) by disease - each employee.
 - b. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Consultant's and products. The policy shall contain severability of interest provision, and shall

be endorsed to include Skokie and Skokie's officers, and employees as additional insureds.

- c. Professional liability insurance for its architect with minimum limit of one million dollars (\$1,000,000.00) for each claim and two million dollars (\$2,000,000.00) in the aggregate. The parties acknowledge that this requirement has been met with the Certificate of Liability insurance from Hanna Architects, Inc.
- d. Automobile Liability: If performance of the Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than one million dollars (\$1,000,000) combined single limit each accident.

ARTICLE 8 **DEFAULTS; REMEDIES**

8.1 **Timely Performance.** Failure or delay by any party to timely perform any representation, warranty, covenant, agreement, term or condition of this Agreement after written notice thereof shall constitute an "event of default" under this Agreement. The party who so fails or delays must, upon receipt of written notice of the existence of such event of default, immediately commence to cure, correct or remedy such event of default and thereafter proceed with diligence to cure such event of default. The party claiming such event of default shall give written notice of the claimed event of default to the other party, specifying the event of default. Unless an event of default is cured in full within sixty (60) days after service of notice by the party, unless as otherwise provided in Section 7.2, that party shall be relieved of any and all of its obligations arising pursuant to this Agreement, and such obligations shall be immediately canceled and without any force or effect.

8.2 **Cure of Default.** If such event of default is cured within such sixty (60) day period, the event of default shall not be deemed to constitute a default under this Agreement. If the event of default is one which cannot reasonably be cured within such sixty (60) day period, upon request, the cure period shall be extended for such time as is reasonably necessary for the curing of the same, so long as there is diligent proceeding to cure such event of default. If such event of default is cured within such extended period, the default shall not be deemed to constitute a default under this Agreement. However, an event of default not cured as provided in this Article 7 shall constitute a default under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any event of default or default shall not operate as a waiver of any such event of default or default of any rights or remedies it may have as a result of such event of default or default.

8.3 **Enforcement of Default.** In the event of a default, the non-defaulting party may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation,

covenant or agreement. Upon an occurrence of an event of default, the defaulting party shall reimburse the non-defaulting party for all costs incurred in seeking to enforce such obligation, covenant or agreement, including but not limited to costs incurred by use of its employees and attorneys.

ARTICLE 9
MISCELLANEOUS

- 9.1 Uniform Risk Act. The Uniform Vendor and Purchaser Risk Act as enacted in the State of Illinois shall apply to this transaction.
- 9.2 No Brokers. No real estate agents or brokers were utilized by either party, and no brokerage fees are owed to any third parties.
- 9.3 Notices. All notices and other communications which are required to be, or which may be, given under this Agreement shall be in writing, and shall be delivered at the addresses set out herein below. Notice may be given by personal delivery, recognized overnight courier, or by United States mail in the manner set forth below. Notice shall be deemed to have been duly given (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address, (b) if by overnight courier, on the first (1st) Business Day after being delivered to a recognized overnight courier, or (c) if by mail, on the second (2nd) Business Day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, or (d) via facsimile or via email, which shall be effective upon receipt by the recipient, addressed as follows:

If to the Village:

Village Manager
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
Fax: 847-673-0525
Email: john.lockerby@skokie.org

With a copy to:

Village Clerk
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
Fax: 847-673-0525
Email: pramod.shah@skokie.org

and:

Corporation Counsel
Village of Skokie
5127 Oakton Street
Skokie, Illinois 60077
Fax: 847-933-8200
Email: mml@skokie.org

If to Developer:

Gary Levitas
BAS 5 Development, LLC
2008 N. Whipple Street
Chicago, Illinois 60647
Fax: 847-272-2708
Email: glevitas@comcast.net

With a copy to:

Mitchell Ruchim
3000 Dundee Road, Suite 415
Northbrook, Illinois 60062
Fax: 847-272-0098
Email: mruchim@ruchimhudsonlaw.com

or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder, in a written notice to the other party.

- 9.4 Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof except as may be set forth in writing executed by both parties contemporaneously with or subsequent to this Agreement.
- 9.5 Term of the Agreement. The Term of the Agreement shall commence on the execution date of the Agreement and terminate on or before December 31, 2029.
- 9.6 No Gifts. Developer, to the best of its knowledge, covenants that no officer, member, manager or employee of Developer has made, offered or given, either directly or indirectly, to any member of the corporate authorities, or any officer, employee or agent of Skokie, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with Skokie.
- 9.7 Conflicts of Interest. Pursuant to Section 5/11-74.14-4(n) of the Act, 65 ILCS 5/11-74.4-4(n), Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of Skokie, or any consultant hired by Skokie or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest in the Subject Property, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business or the Subject Property. In addition, no member of the Board of Trustees, or employee of any branch of Skokie's government who has any power of review or approval of any of Developer's undertakings shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested.
- 9.8 No Amendment of Redevelopment Plan. Skokie agrees that it will not revoke or amend the Redevelopment Plan and the Redevelopment Project Area or any of the ordinances adopted by Skokie relating thereto or this Agreement if such revocation or amendment would prevent or materially impair the development of the Project by Developer or interfere with the reimbursement by Skokie of the TIF Eligible Costs in accordance with this Agreement.
- 9.9 Mutual Assistance. Skokie and Developer agree to take such action, including the execution and delivery of such documents, instruments, petitions and certifications (and, in Skokie's case, the adoption of such ordinances and resolutions), supplemental hereto as may reasonably be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent to the extent legally permitted.

- 9.10 Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other applications thereof shall not be affected thereby.
- 9.11 Captions; Number. The captions contained in this Agreement are for the convenience of reference only, and shall not affect the meaning, interpretation or construction of this Agreement.
- 9.12 Singular and Plural References. As used in this Agreement, the singular form shall include the plural and the plural shall include the singular, to the extent that the context renders it appropriate.
- 9.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 9.14 Governing Law. This Agreement has been executed and delivered, and is to be performed, in the State of Illinois. This Agreement and all rights, obligations and liabilities hereunder shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
- 9.15 Time of the Essence. Time is of the essence of this Agreement.
- 9.16 Modification. The provisions of this Agreement may not be amended, changed or modified orally, but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.
- 9.17 Waiver. Except as otherwise expressly provided in this Agreement, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by the other party shall be deemed to be a waiver of any other breach by such other party (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any breach by the other party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such breach at the time it accepts such payment or performance. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first party while the other party continues to be so in default.
- 9.18 Business Days. If any date specified in this Agreement for commencement or expiration of time periods, for termination or approvals or for notice, occurs on a day other than a Business Day, then any such date shall be postponed to the following Business Day.
- 9.19 Village Board Approval. This Agreement or one substantially similar is conditioned on the approval of the Mayor and Board of Trustees at an official public meeting.

* * * * *

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

By: _____
VILLAGE: Village of Skokie

By: _____
DEVELOPER: BAS 5 Development, LLC

Its: _____

Its: _____

Date: _____

Date: _____

Attest: _____

By: _____
Village Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

LOTS 7, 8, 9 AND THE NORTHWESTERLY 5.6 FEET OF LOT 10 (EXCEPT THAT PART OF SAID LOTS LYING WESTERLY OF A CURVED LINE, THE RADIUS OF WHICH IS 960 FEET AND BEING TANGENT TO A LINE PARALLEL WITH AND 40 FEET EAST OF THE WEST LINE OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AT A POINT 6.18 FEET NORTH OF THE SOUTH LINE OF LOT 4 IN NILES CENTER STATION SUBDIVISION AND TANGENT TO A LINE PARALLEL WITH AND 70 FEET NORTHEASTERLY (MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY STREET LINE OF CICERO AVENUE AT A POINT 5.6 FEET SOUTHEASTERLY FROM NORTHWESTERLY LINE OF LOT 10 IN SAID SUBDIVISION))

ALSO THE SOUTHEASTERLY 19.4 FEET OF LOT 10 (EXCEPT THE SOUTHWESTERLY 20 FEET) AND ALL OF LOTS 11, 12, 13, 14 AND 15 (EXCEPTING THE SOUTHWESTERLY 20 FEET OF SAID LOTS), ALL IN NILES CENTER STATION SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 IN COOK COUNTY, ILLINOIS

EXHIBIT B

LIST OF TIF ELIGIBLE EXPENSES

DEMOLITION COSTS
INTEREST RATE - FINANCING COSTS
SITE IMPROVEMENTS
PUBLIC IMPROVEMENTS
ENVIRONMENTAL TESTING AND REMEDIATION
EXCAVATION
ARCHITECTURAL & ENGINEERING FEES
LEGAL EXPENSES
LEASE UP & MARKETING EXPENSES
TITLE EXPENSES
SURVEYS
LAND ACQUISITION COSTS

PRELIMINARY BUDGET

MEMORANDUM
Public Works Department
Finance Department/Purchasing Division

TO: John Lockerby, Village Manager

FROM: Max Slankard
Max Slankard, Public Works Director

Michael Aleksic
Michael Aleksic, Assistant Finance Director

DATE: January 26, 2023

SUBJECT: AGENDA ITEM – February 6, 2023 Board Meeting
Village Hall Mechanical System Engineering Design and Construction
Administration Services

Budget Amount and Account: \$4,600,000 020-6000-407.07-25 #0R11003

Background:

In August of 2018, the Village issued a Request for Qualifications (RFQ) for Village Hall Mechanical Systems Evaluation. The Village selected Grumman Butkus Associates to conduct a complete examination and evaluation of the major mechanical and electrical systems from the standpoint of general condition, remaining expected life, energy and operating efficiency, and capacity to meet current and future needs. In April of 2019, Grumman Butkus produced a detailed report on Village Hall’s HVAC and Electrical Systems. The report included a detailed analysis of the heating and cooling plants, air distribution systems, piping, controls and electrical systems in the original 1958 building, the 1979 addition and the 2014 addition. The report also included recommendations for system redesign, equipment replacement and upgrades, renewable energy options and an estimated budget for the project.

Village staff reviewed the report and subsequently met with the Grumman Butkus team to discuss design and equipment options, green energy alternatives, construction methodologies and timeline parameters. As a result, Grumman Butkus submitted a proposal for project services which is recommended for award herein.

Recommendation:

It is recommended that a contract for Village Hall Mechanical and Electrical Systems Upgrade Design and Construction Administration services be awarded to Grumman Butkus Associates in the amount of \$347,270. The scope of work includes schematic design and development, production of construction documents for bidding, bidding and negotiation services, construction contractor vetting and construction administration services.

Grumman Butkus Associates is an Energy Efficiency Consultant and Sustainable Design Engineering firm with over 40 years of experience in mechanical, electrical and plumbing systems analysis, design and troubleshooting. Grumman Butkus successfully completed a project in Glencoe's Village Hall, a building with similar characteristics to Skokie Village Hall. The project included the assessment and development of a master plan for HVAC system upgrades, followed by design and construction-phase services to implement system upgrades. Grumman Butkus also has excellent references from Northwestern University, Advocate Health Care and College of DuPage.

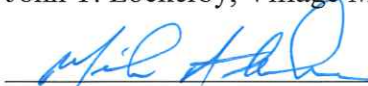
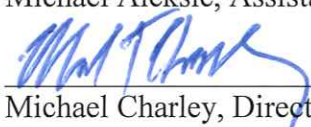
Comments:

Work under this contract includes a complete redesign of the existing HVAC and electrical systems, and the associated plumbing, fire protection and structural systems. The new design will include replacement of the antiquated and poorly performing equipment with new chillers and pumps, air handling units, boilers, hot and cold water piping, ductwork, controls, electrical services and infrastructure to accommodate the new equipment. Grumman Butkus will produce all the necessary plans, drawings and specifications for bidding on the new equipment and installation. It is anticipated that the project will be ready for bidding in approximately five to six months.

Grumman Butkus provided the Village with an analysis of green energy options, including conversion to all-electric power, ground source heat pumps (GSHPs) and solar power. The GSHPs option is prohibitively expensive and this time, and conversion to all electric power would also be expensive and gain minimal efficiencies. The current proposed design, which includes the existing electrical power and natural gas, will improve energy efficiency by as much as 40%. Grumman Butkus is proposing installation of any necessary conduits during system installation to allow for future solar power installations. The Village plans to pursue this option in the future, concurrent with a roof replacement project for Village Hall.

cc: Nicholas Wyatt, Assistant Village Manager
Jeff Scholpp, Superintendent of Buildings and Grounds

Memorandum
Health and Human Services Department
Finance Department

TO: John T. Lockerby, Village Manager
FROM: 
Michael Aleksic, Assistant Finance Director

Michael Charley, Director Health and Human Services
DATE: January 25, 2023
SUBJECT: **Pest Control Services (Agenda Item)**
February 6, 2023 Skokie Village Board Meeting

Background

The Village of Skokie Health and Human Services Department contracts with a State of Illinois Licensed Commercial Structural Pest Control Contractor to perform external rat control services within the Village. Rat control services are provided for residential properties with four or less units and Village owned properties. The current service provider’s contract is being terminated and it is necessary to get a new contract in place.

In that regard, a Request for Proposals (RFP) was issued for the services of a qualified and licensed pest control provider. The RFP was publicly advertised and on December 22, 2022 five responses were received:

- Rentokil NA, Des Plaines, IL.
- Chem-Wise Ecological Pest Management, Elk Grove Village, IL.
- Platinum Pest Solutions, Lansing, IL.
- Rose Pest Solutions, Wheeling, IL.
- Smithereen Pest Management, Niles, IL.

Health and Human Services staff reviewed and evaluated the proposals based on experience, professional qualifications, method of approach to the stated scope of work, success with similar projects and cost.

Account and Budget: 001-0841-403.03-20 \$72,265

Recommendation

It is recommended that a contract for pest control be awarded to Platinum Pest Solutions in the amount of \$45,472. The Village has not previously worked with this contractor, but

Platinum Pest Solutions has successfully provided similar services to the Village of Lansing, Chicago Housing Authority and Gary Housing Authority. The contract will commence April 1, 2023 and the initial term will be thirteen months.



Comments

The Health and Human Services Department (HHS) manages a comprehensive rat control program, which includes resident/business education, sanitation, exclusion and the use of rodenticides, and traps when necessary. One full-time Public Health Officer, licensed in structural pest control, within the Environmental Health Division coordinates the rat control program. The current process for rat control service, which is available to residents in 4 unit or less residential properties, is as follows:

1. Resident requests inspection of property for rat burrows by submitting an online release of liability form which allows the Village to survey and treat for rats if activity is confirmed.
2. Public Health Officer will identify any burrows on the property using landscape paint and provide an initial baiting of the property.
3. Properties with rat activity are submitted to the Villages contracted Pest Control Contractor for weekly service. Treatment of the burrows will continue at properties until two weeks of inactivity are observed. (treatment may take up to 8 weeks)
4. Residents are notified after each service by the use of a door hanger. When rat cases are closed, an email is sent to residents informing them that two weeks of inactivity have occurred, and the case is closed (no more treatments). If additional burrows appear on the property, or previous burrows re-open, the Village will begin further treatments.

To provide a successful rat control program the Village requires a licensed pest control contractor that has the experience and organizational structure to manage a large municipality. Based upon the review of Platinum Pest Control, the company is fully qualified to provide pest control service to the Village of Skokie.

MEMORANDUM
Purchasing Division
Public Works Department

TO: John Lockerby, Village Manager
FROM: 
Michael Aleksic, Assistant Finance Director

Max Slankard, Director of Public Works

DATE: January 27, 2023

SUBJECT: PARKWAY TREE PLANTING – Agenda Item

Bids for the above item were advertised and publicly opened on January 26, 2023. As a result of the solicitation, five (5) bid responses were received. Of those, two (2) nurseries met the qualification to supply and plant a minimum of 100 trees needed for 2023.

Budget Amount and Account Number: 001-2382-431-06-17 \$80,000

<u>Tabulation:</u>	<u>Average Price Per Tree</u>
Yellowstone Landscaping, Wauconda, IL	\$339
St. Aubin Nursery, Kirkland, IL	\$369
Arthur Weiler Inc., Zion, IL	Did not meet the 100 tree low bid minimum
Langton Group, Woodstock, IL	Did not meet the 100 tree low bid minimum
Green Glen Nursery, Elwood, IL*	NA*

*Considered unresponsive because bid did not include planting

Recommendation:

It is recommended that two contracts for Parkway Tree Planting be awarded in the not to exceed amounts as follows:

Yellowstone Landscaping, Wauconda, IL	\$50,000
St. Aubin Nursery, Kirkland, IL	\$30,000

Total Award: \$80,000 (200-300 trees)

The number of trees allocated to each contractor will be determined by the quantities and quality of the desired species available. Other bidders may be utilized if Yellowstone or St. Aubin Nursery cannot provide the needed quantity or quality of a species. The Village has successfully worked with Yellowstone (formerly Acres Group) and St. Aubin Nursery in the past.

Comments:

The Village solicited unit pricing on over one hundred (100) species of trees and reserved the right to award the tree planting contract to multiple bidders. The bid solicitation stipulated a

guaranteed minimum number of trees to the awarded contractor(s), which ensured competitive quantity-driven pricing. In addition to pricing, the quality and availability of trees, references and past performance on similar projects were considered in the award determinations. The rationale behind this award process is to ensure the availability of adequate supplies of high quality trees, and competent performance by experienced contractors. This process of award has allowed the Village to choose from a variety of quality tree species and plant according to location and season. Village staff visited nurseries to verify quantities and quality of the trees bid. This bid process was used for the most recent planting contract and it worked very well, providing the Village with a large variety of high quality trees.

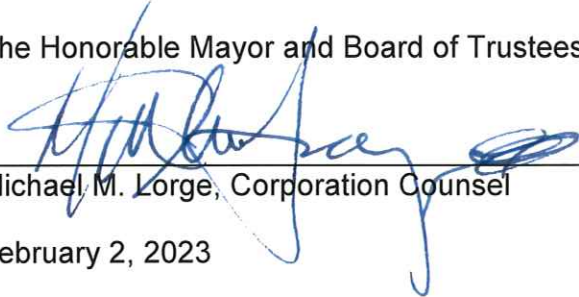
It has been the Village's policy to replace, whenever possible, all parkway trees removed due to disease or general decline. The Village also promotes tree planting by waiving the resident's share of the 50/50 program for planting new trees in the parkway.

Historically Skokie has planted 2.5" caliper trees in the parkway with past contracts. Because of increased costs of trees, and the desire to plant more trees with the new Environmental Sustainability plan, 2" trees will be utilized more often. Demand for tree replacements is still high, and nursery stock is sometimes limited. When affordable, and when quality 2.5" caliper stock is available, larger trees will be purchased. However, 2" caliper stock will be the norm with this planting contract.

cc: Nick Wyatt, Assistant Village Manager
Liz Zimmerman, Assistant to the Public Works Director
Steve Lesniewicz, Street & Alleys Superintendent
Cathy Stevens, Forester

**Memorandum
Corporation Counsel's Office**

TO: The Honorable Mayor and Board of Trustees

FROM: 
Michael M. Lorge, Corporation Counsel

DATE: February 2, 2023

SUBJECT: February 6, 2023 Corporation Counsel's Report

There is no Corporation Counsel's agenda for the February 6, 2023 Board Meeting.

cc: Pramod Shah
John Lockerby

**Memorandum
Community Development Department**

TO: John Lockerby, Village Manager

FROM:



Johanna Nyden, AICP, Community Development Director

DATE: January 31, 2023

SUBJECT: **CDBG Public Hearing #3: Village Board Meeting on Monday, February 6
Program Year 2023-2024**

The third public hearing for the Program Year 2023-24 of the Community Development Block Grant (CDBG) program will be conducted on Monday, February 6, 2023 at the Village Board Meeting. The proposed funding amounts and project summaries are attached and will be presented at the public hearing. Also attached is the funding matrix for all agencies and organizations that received CDBG funding from the Village, including potential scenarios for funding for the coming year. The budget recommendations made at this meeting will be presented along with the Village's Program Year 2023/Fiscal Year 2024 (PY23/FY24) Annual Action Plan at the next public hearing on Monday, March 6, 2023.

The Village's entitlement grant for Program Year 2023 is not yet known. At this time, we are estimating \$600,000 in entitlement funds. Fifteen (15) proposals from service organizations and Village staff were heard at the last Village board meeting, totaling over \$810,000, so funding and/or project reductions will be necessary to align with our budget expectations and meet the funding cap requirements.

The Department of Housing and Urban Development (HUD) is requesting that the Village not submit its Annual Action Plan until the entitlement amount is known. We are proceeding with our typical hearing schedule on the condition that flexibility and contingency language is incorporated into the draft to accommodate a range of funding level possibilities. The following guidelines utilize a +/- 20% contingency if the funding is greater than, equal to, or less than the base estimate of \$600,000:

- Less than \$480,000: A substantial amendment to the Action Plan will be necessary.
- Less than \$600,000: An across-the-board proportional reduction will be pursued.
- \$600,000: ("full funding") the funding will be distributed as budgeted.
- Greater than \$600,000: the balance of the 15% services cap will be applied to the Village Social Worker position, and the balance of the entitlement funds will be applied to the Village's Home Improvement Program up to \$90,000, and any remaining balance will be applied to the Neighborhood Enhancement Program.

Staff from the Health and Human Services Department reviewed the public service proposals and provided feedback on the activities, and the Community Development staff worked with applicants to determine project priorities. Funding recommendations consider existing conditions, the immediacy of the problem, the necessity of public service, coordination with the work of the Village's Health and Human Services Department, priorities of the Village's

Consolidated Plan, and conformance with the CDBG program regulations. The proximity of the service provider to Skokie and whether or not the services may assist with improving a Skokie resident's socioeconomic status are also considered. In addition, Program Year 2023-2024 will mark the 13th year in which a minimum 25% agency match is required for any award of CDBG funding for capital improvement or building rehabilitation projects.

Program Administration (20% cap)

The staff request for Program Administration and the Assessment of Fair Housing (AFH) is 20% of the estimated entitlement amount, for a grand total of \$120,000. This will fund the costs associated with planning and administration activities for the upcoming CDBG program year and enable staff to implement the 5-year Consolidated and 1-year Action Plans.

Public Services (15% cap)

Requests for the public services needed to be reduced to fit within the 15% funding cap, with a maximum of \$90,000. The CDBG program was originally designed to be a "bricks and mortar" program as evidenced by the fact that only 15% of the total new funding and program income can be used for activities not resulting in actual physical improvements. Based on HUD's guidance to reduce entities funded, staff has prepared two scenarios; the first which provides funding for five (5) organizations at less than their requested amount and the second that provides funding for four (4) organizations at their requested amount.

During budget discussions, staff divided the organization's requests into priority tiers. Tier 1 represents organizations that work with the Health and Human Services Department on an almost daily basis and/or have numerous Skokie resident caseloads. Tier 2 requests are from organizations that work with the Health and Human Services Department on a less-frequent basis, yet they provide necessary services when Skokie residents need them. Tier 3 requests are from organizations that provide meaningful services to Skokie residents but are not considered top priority services for CDBG funding since funding is very limited. Tier 4 requests also provide meaningful services, but other organizations and/or resources are available, or the use is not currently allowed in the Village's Zoning Ordinance.

Capital Improvements and Rehabilitation

Following allocations for administration and public services, staff has prepared two scenarios; the first that provides funding for three (3) organizations at less than their requested amounts and the second that provides funding for two (2) organizations closer to their requested amount. Both scenarios allow for approximately \$397,000 be awarded to capital improvement and rehabilitation projects.

Activities and Projects not Recommended for Funding

Any proposals that will not serve enough low-to-moderate-income residents, do not provide enough information to ensure compliance with the spirit and intent of CDBG program eligibility requirements, do not enable decision-makers to make informed decisions, are not a high priority or critical activity in the Consolidated Plan, can be fulfilled by other resources, or do not meet Village land use and zoning requirements are not recommended for CDBG funding.

Through the years, the Village has accommodated several applicants for annual CDBG funding, leaving multiple applicants to receive significantly smaller funding amounts. The grant reporting requirements are appropriately arduous and thus it is in the best interest of both the Village and agencies to follow the guidance by HUD to reduce the number of applicants selected for funding. A step in this direction will allow for part-time CDBG staff to manage the grant funding as well as to allocate more overall funding to applicants. The Village will continue to accept annual funding applications from any entities that would like to apply and a selection process will proceed that emphasizes the Village's goals and vision.

Attachments:

- List of Proposed Projects Scenarios with Funding Amounts for CDBG PY23/FY24
- Overview of CDBG Proposals for PY23/FY24
- Allocation of CDBG Funds of Community Organizations 1977-Present

CC: Paul Reise, AICP, Planning Manager
Justin Malone, Neighborhood Services Coordinator

CDBG Suggested Budget

Program Year 2023-24

31-Jan-23

Projects	Program Year 2022-23		Program Year 2023-24		Allowed
	Funded	Requested	Scenario 1	Scenario 2	
Administration					
VOS - Program Administration and Planning, AFH	112,684	115,000	112,684	112,684	
Subtotal	112,684	115,000	112,684	112,684	120,000
Service					
<i>Tier</i>					
1 VOS - Social Worker	38,653	48,760	43,000	38,653	
1 Jewish Child Family Services (JCFS)	3,720	6,000	0	0	
1 AHS Family Health Center	6,520	20,000	12,000	19,347	
1 Metropolitan Family Services	5,580	10,000	8,000	10,000	
1 PEER Services, Inc.	5,580	12,000	10,000	12,000	
1 North Shore Senior Center	7,440	10,000	9,000	10,000	
2 Impact Behavioral Health Partners	3,000	9,000	8,000	0	
2 Children's Advocacy Center	3,720	0	0	0	
2 The Harbour, Inc.	3,720	5,489	0	0	
2 WINGS	4,660	5,000	0	0	
3 Center for Enriched Living (CEL)	3,000	5,000	0	0	
3 YOU Youth and Opportunity United	0	0	0	0	
Subtotal	85,593	131,249	90,000	90,000	90,000
Construction					
VOS - Home Improvement Program	80,945	90,000	80,945	80,945	
HODC	21,400	45,000	0	0	
VOS - Neighborhood Enhancement Program	80,800	100,000	80,800	80,800	
VOS - Street Resurfacing	185,300	200,000	185,300	185,300	
VOS - 50/50 Sidewalk Grant Program	2,900	3,000	2,900	2,900	
Turning Point	19,000	14,156	10,171	14,156	
SHORE	21,400	33,150	21,400	33,150	
CJE SeniorLife	20,400	28,881		0	
Search, Inc.	21,400	22,500	0	0	
Orchard Village	23,800	22,125	15,800	0	
Subtotal	477,345	558,812	397,316	397,251	
Grand Total	675,622	805,061	600,000	600,000	

Overview of CDBG Proposals for PY23/FY24

Village of Skokie Community Development Block Grant (CDBG) Program

PY23/FY24
Funding Requests
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Administration

	VOS - Program Administration	The Community Development Department is seeking funding to administer the Village's CDBG Program, implement and monitor all projects, submit all required documentation to HUD, utilize software to more efficiently and effectively administer the CDBG programming, participate in the preparation of a regional Assessment of Fair Housing (AFH) and coordinate all planning activities relative to the Village's community development efforts. (20% administration cap)	115,000
	VOS - Planning	The Community Development Department is seeking funding to complete the preparation of a regional Assessment of Fair Housing (AFH). (20% administration cap)	5,000

Housing

	VOS - Home Improvement Program	The Community Development Department is seeking funding to continue the Village's program of repairing single-family homes, which began in 1983. The request will enable low/moderate-income households (less than 80% of area median family income) to be eligible to receive grants up to \$12,000 to pay for building materials or contractors' services. A grant (in lieu of an interest payment) for the moderate-income households (50-80% of median family income) will continue its trial period. In addition, if a home owner received CDBG funding in the past, fulfilled its contractual obligations with the Village, and has remained in the home for an additional 15 years, he/she could be eligible for additional funding as long as the household remains income-eligible.	90,000
	HODC - Housing Opportunity Development Corporation	Funding will be used to purchase and install security cameras for 2 Skokie properties: 7850 Niles Avenue and 8256 Keating Avenue. The goal is to improve the living environment for all tenants living in each building. HODC to provide an estimated \$15,000 in matching funds from other sources, and/or a reduction in the work scope.	45,000

	VOS - Neighborhood Enhancement Program	Funding will be used to further affordable housing in Skokie at a neighborhood level. The expectation is that these funds will be used to facilitate improving existing housing units that are affordable low/moderate-income households. Activities may include exterior improvements for a group of homes on a common block or in the same neighborhood.	100,000
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Infrastructure

	VOS - Street and Alley Resurfacing	Funding will be used to resurface Keating Avenue (between Davis and Church), Kilpatrick Avenue (between Davis and Church), Davis Street (between Skokie Blvd. and Niles Center Road), and Kolmar Avenue (between Oakton and Cleveland). Two of the street segments are located in Census Tract 8070-1 , Block Group #1 (8070-1), which are an eligible low/moderate-income residential area. According to 2011-2015 American Community Survey (ACS) data, 55.85% of the population in 8070-1 is comprised of low/moderate-income residents. Street and alley resurfacing is a high priority of the Village's Capital Improvement Program (CIP) budget.	200,000
	VOS - Sidewalk Replacement Program	Funding will be used to provide grants to homeowners meeting low/moderate-income eligibility who are required to participate in the Village's 50/50 sidewalk replacement program. Low/moderate-income property owners are able to apply, on an individual basis, for CDBG funds to cover their 50% share. A simple application form is used and proof of income status is based on our Home Improvement Program guidelines (i.e. most recent federal tax return or proof of current earnings and signed affidavit). The focus area will be Main Street to the north, Oakton Street to the south, and the Village limits to the east/west. Households in other areas of Skokie may participate upon request.	3,000

Public Facilities

	Turning Point	Funding will be used for a long-awaited window replacement project for the facility located at 8324 Skokie Blvd. With the support of Skokie's CDBG Program, Turning Point plans to replace two of the window units on the west side of the building. These large, multi-pane units are old and updating both the panes and frames would accomplish the organization's goal of enhancing weather protection, safety, and security for the building and many users.	14,156
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PY23/FY24
Funding Requests
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	SHORE	Funding will be used to replace approximately 4 variable air volume (VAV) boxes in the Lois Lloyd/Administration Center at 8350 Laramie Avenue, serving the organization's home of its adult services program and administrative offices. The building serves adults with developmental disabilities, physical challenges, and/or medical impairments, plus SHORE's administrative staff. SHORE to provide an estimated \$11,050 in matching funds from other sources, and/or a reduction in the work scope.	33,150
	CJE SeniorLife	Funding will be used to replace carpeting on the main level at CJE's Village Center subsidized senior apartment building at 5140 Galitz Street in Skokie. Village Center is a 150-unit independent living apartment building that is home to 185 mostly very low-to low-income Skokie residents ages 62 and older. These improvements will improve the environment for the benefit of residents, their guests, staff, and other visitors. CJE SeniorLife to provide an estimated \$9,627 in matching funds from other sources, and/or a reduction in the work scope.	28,881
	Search	Funding will be used to replace concrete and upgrade landscaping at its supported living residence located at 5307 Church Street in Skokie. Search, Inc. is seeking funding to upgrade their accessible outdoor environment, which includes replacing crumbling concrete, upgrading landscaping, and installing a pergola. Search to provide an estimated \$7,500 in matching funds from other sources, and/or a reduction in the work scope.	22,500
	Orchard Village	Funding will be used to replace 2 of the oldest rooftop HVAC units at the multi-purpose building for both programming and staff offices located at 7660 Gross Point Road. The capital improvements will create a more suitable environment for both clients and staff. Orchard Village to provide an estimated \$7,375 in matching funds from other sources, and/or a reduction in the work scope.	22,125

Public Services

	VOS - Social Worker	Funding will be used to offset the costs for a Village Social Worker position. The Social Worker works with low/moderate-income residents who need various types of case management, financial assistance, counseling, and referrals. Residents seeking financial aid are required to prove their income status prior to receiving any assistance from the Health and Human Services Department. The activity is designed to solely benefit low/moderate-income clientele. (15% public service cap)	48,760
	JCFS	Funding will be used to provide financial stability services and coordinated case management for Skokie residents. The overall goal of the program is to empower low-income individuals to create more stable environments for themselves and their families. A financial assistance case manager helps families in financial crisis. Specially-trained workers, armed with clinical skills and relationships with local community resource providers, are able to effectively and efficiently assist clients in accessing resources they need to regain and maintain financial stability. (15% public service cap)	6,000
	Center for Enriched Living	Funding will be used to support an employment specialist to assist low-income Skokie residents with developmental disabilities with employment opportunities to address the 85% unemployment rate for individuals with disabilities. (15% public service cap)	5,000
	Asian Human Services - dental services	Funding will be used to ensure an optimal level of qualified support staff for the dental clinic to provide dental services to low-income Skokie residents. The support staff members are vital to the success of the dental clinic, being responsible for patient triage, education, seating, medical histories, and radiographs in addition to chair-side assisting and sterilization duties, improving patient flow and maximizing chair time with the patient. Services are available from pediatric through geriatric populations. Dental clinic treatments include education, preventive care, restorative work, and some rehabilitative services to replace missing dentition. (15% public service cap)	20,000

PY23/FY24
Funding Requests
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	Metropolitan Family Services	Funding will be used to offset counselor staffing costs, providing counseling services, including grief, trauma, family/couple and/or parent/child relationships, child and adolescent school performance and behavior problems, work performance, substance abuse, individual and family development, and family violence. Services are provided in community-based centers, clients' homes, and school settings. MFS utilizes a solution-focused, time-limited approach to counseling interventions that build on clients' strengths, capacity for change and growth, and relationships within their families, community, work, and school settings. The demand for counseling services remains high due to COVID-19. (15% public service cap)	10,000
	Impact Behavioral Health Partners	Funding will be used to offset employment specialist staffing costs. Impact's Employment Services Program assists adults living with mental illness in seeking, acquiring, and maintaining competitive employment in their communities. The evidence-based Individual Placement and Support (IPS) model developed by Dartmouth College will be used, integrating employment services with mental health services providers. (15% public service cap)	9,000
	PEER Services	Funding will be used to offset the costs associated with employing an adult and adolescent program coordinator to provide outreach, assessment, and treatment services to Skokie teens, families, and single adults who are experiencing problems related to substance abuse, including vaping, the recent legalization of marijuana, and COVID-19. (15% public service cap)	12,000

PY23/FY24
Funding Requests
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	The Harbour	Funding will be used to offset the staffing costs of serving the needs of homeless youth (including locked-out, runaway, or abandoned) ages 12-23 in the north and northwest Chicago suburbs. Agency programs transition homeless youth to self-sufficiency through three core programs: Safe Harbour Emergency Shelter, Youth in Transition, and Successful Teens/Effective Parents (STEPS). The funds will be disbursed among the programs as-needed to provide immediate short-term housing, crisis intervention, family reunification when possible, longer-term transitional housing, and educational and employment support. (15% public service cap)	5,489
	North Shore Senior Center (NSSC)	Funding will be used to offset the staffing costs associated with providing case management and counseling services to low-income, older adult residents of Skokie. Individuals who are frail, who are disabled, and who fall into the poverty- and low-income range, plus those whose independence is threatened, are being offered Zoom-based support during COVID-19, and will be offered home- and community-based services when they return to "business as usual", to support independent living and forestall or prevent nursing home placement. These services will enable Skokie seniors to remain members of the community. (15% public service cap)	10,000
	WINGS	Funding will be used to offset the staffing costs to support nights of shelter and therapeutic counseling, including Family and Child Advocates. Clients may stay at the WINGS' Safe House for up to 90 days and participate in the Transitional Housing Program for up to two years. (15% public service cap)	5,000

PY23/FY24
Total Request
810,061

**Allocation of CDBG Funds to
Community Organizations
1977-2023**

Agency	1977-2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Actual 2022	Scenario 1 2023	Scenario 2 2023	Total
Access to Care	14,000	5,000	6,000	6,000	7,000	8,000	10,000	8,845	5,000	3,850	2,290	0	0	0	0	0	0	0	0			\$75,985
Argentium (formerly SASI)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	0	0	0			\$3,000
AHS Family Health Center	0	0	0	0	0	0	0	0	0	0	0	25,000	20,000	3,000	6,000	12,000	10,000	7,000	6,520	12,000	19,347	\$89,520
Assyrian Family Health Alliance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4,982	0	0			\$4,982
Better Existence with HIV	33,600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$33,600
Center for Enriched Living	14,000	0	3,000	3,000	3,000	3,000	4,000	4,400	2,000	2,200	2,290	2,040	0	0	0	2,000	0	3,000	3,000			\$50,930
Centre East	41,750	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$41,750
Children's Advocacy Center	0	2,000	2,000	0	2,000	2,000	2,000	2,650	2,500	2,200	2,290	2,550	3,000	3,000	3,000	3,000	3,000	4,000	3,720			\$44,910
CJE (Lieberman Center, Village Center)	60,000	16,840	0	0	20,000	17,000	10,000	12,350	10,000	15,000	20,865	20,000	25,000	0	11,093	30,000	0	15,000	20,400			\$303,548
Connections for the Homeless	0	0	0	0	0	0	0	0	0	3,559	3,750	0	0	0	0	0	0	0	0			\$7,309
Evanston Shelter for Battered Women	125,500	3,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$129,000
Great Opportunities Adult Day Care	120,857	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$120,857
Housing Authority of Cook County	0	0	0	0	0	0	0	0	0	0	0	20,000	0	0	0	0	0	0	0			\$20,000
Housing Opportunity Development Corp.	0	0	0	0	10,000	0	12,000	0	0	0	0	0	13,200	0	17,566	0	16,800	19,500	19,500			\$108,566
Impact Behavioral Health Partners	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	8,000		\$14,000
Interfaith Housing Development	206,200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$206,200
Jewish Child and Family Services (JCFS)	0	0	0	0	0	0	0	0	0	3,850	3,650	3,570	4,000	4,000	4,000	4,000	4,000	4,000	3,720			\$38,790
Jewish Federation of Metropolitan Chicago	0	20,000	20,000	10,000	0	20,000	12,000	7,550	0	0	0	0	0	0	0	0	0	0	0			\$89,550
Maine-Niles Association for Special Recreation	42,600	3,000	3,000	3,000	3,000	3,000	3,000	0	2,000	2,200	2,290	2,040	0	0	0	0	0	0	0			\$69,130
Meals on Wheels NE IL (formerly Meals at Home)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	5,000	0	0			\$11,000
Metropolitan Family Services	108,088	0	12,400	0	4,000	0	0	0	5,000	5,000	5,200	6,000	6,000	6,000	7,000	6,000	5,000	6,000	6,000	5,580	10,000	\$187,688
New Foundation Center (formerly WilPower, Inc.)	10,000	0	0	9,000	0	0	0	0	0	0	18,750	0	0	0	0	0	0	0	0			\$37,750
Niles Township Community Daycare Center	75,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$75,000
Niles Township Food Pantry	0	0	0	0	0	10,000	15,000	5,000	0	0	0	0	0	0	0	0	0	0	0			\$30,000
North Shore Senior Center	25,300	6,560	5,000	5,000	6,000	6,000	9,000	8,845	8,000	7,150	6,780	8,160	10,000	10,000	8,000	8,000	8,000	8,000	8,000	7,440	10,000	\$161,795
Open Communities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	0	0			\$3,000
Orchard Village	941,035	0	27,000	17,000	15,000	0	15,000	21,700	13,000	0	18,780	20,000	15,000	10,387	27,175	18,960	9,500	10,000	25,000	15,800		\$1,204,537
PEER Services	8,000	5,000	4,000	4,000	0	4,000	6,000	8,845	6,500	4,950	4,690	6,120	7,500	7,500	6,000	5,000	5,000	6,000	6,000	5,580	12,000	\$105,105
RespiteCare	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$4,000
Search, Inc.	33,790	0	17,000	18,000	12,000	12,700	18,000	23,300	15,000	24,750	18,750	16,500	10,000	15,000	15,313	18,000	18,700	20,000	22,500			\$329,303
SHORE Community Services	207,497	44,600	25,000	11,200	15,000	20,000	12,000	11,300	4,500	13,541	8,025	5,000	0	40,800	18,750	20,000	22,700	8,000	22,500	21,400	33,150	\$510,413
Skokie Park District	256,490	0	7,500	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$263,990
The Harbour, Inc.	0	0	0	3,000	3,000	0	5,000	5,300	6,000	4,950	4,690	5,100	6,000	6,000	5,000	3,000	3,000	4,000	4,000			\$68,040
Thresholds/NTSW	490,650	0	0	5,700	0	0	0	0	0	0	0	0	0	0	0	44,000	0	0	0			\$540,350
Turning Point Behavioral Health Care	377,363	10,247	0	0	0	0	6,665	0	5,000	0	5,360	9,500	12,000	19,552	23,277	25,000	30,800	22,500	22,500	10,171	14,156	\$569,764
United Way	25,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			\$25,000
Urhai Community Service Center	0	0	0	0	0	0	3,000	0	0	0	0	0	0	0	0	0	0	0	0			\$3,000
WINGS	40,000	0	0	0	0	0	0	0	0	0	0	0	0	0	2,648	0	0	0	4,660			\$47,308
Youth & Opportunity United	0	0	0	0	0	0	0	0	0	0	5,200	6,120	7,500	7,500	7,000	4,000	5,000	5,000	0			\$47,320
Zacharias Center	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34,650	0	0	0	0			\$34,650
Total	3,260,720	116,747	131,900	94,900	100,000	105,700	142,665	120,085	84,500	93,200	133,650	157,700	139,200	132,739	199,471	208,960	154,482	145,000	181,020			\$5,710,639