

### MONDAY, APRIL 3, 2023 - 7:30 P.M.

- 1. Pledge of Allegiance led by Village Clerk Pramod Shah.
- 2. Call meeting to order and roll call.
- 3. Approve Consent Agenda.
- \* 4. Approve, as submitted, minutes of regular meeting held Monday, March 20, 2023.
- \* 5. Approve Voucher List #22-FY23 of April 3, 2023.
- 6. Proclamations and Resolutions.
  - \* A. <u>Proclamation</u> Fair Housing is not an Option. It's the Law Month – April 2023
- Recognition, Awards and Honorary Presentations.
  A. <u>Awards Presentation</u>
  - Beautification and Improvement Commission Awards
- 8. Appointments, Reappointments and Resignations.
  - \* A. Appointments

Beautification & Improvement Commission: William Oney-Paige Plan Commission: Vijai Gupta Public Safety Commission: Fred Moore Telecommunications & Technology Commission: Richard Owen

\* B. Reappointments

*Human Relations Commission*: Deborah Arnold, Daphnee Camilien, Alexander Chaparro, Sheila Crumrine, David Donegan, Krishna Goyal, Jonathan Lavin, Marcos Levy, Swarupa Pahan, Michelle Reitman, Pearl Rubenzik, Jeremy Segall, Karen L Sherman, James Specker and Maria Monestero Bueno as Chair

- \* C. <u>Resignations</u> *Plan Commission*: Mike Shah *Zoning Board of Appeals*: Vijai Gupta
- 9. Presentations and Reports.
- 10. Report of the Village Manager.
  - A. Resolution Regarding Private Side Cost Sharing of Lead Water Service Line Replacements.
  - B. Hotel Project Promissory Note Public Private Partnership.
- 11. Report of the Corporation Counsel. CONSENT:
  - \* A. An ordinance amending Chapter 11, Sections 1-11 and 18-39 of the Skokie Village Code, prohibiting platform feeders and increasing the number of dogs allowed per residence. This item is on the consent agenda for second reading and adoption.
- 12. Unfinished Business.

- 13. New Business.
- 14. Plan Commission.
- 15. Public Comment.
- 16. 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.

13636 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 Monday, March 20, 2023



Pledge of Allegiance led by Village Clerk Pramod Shah. 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 Johnson

Seconded: Trustee Pure Slovin 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, March 7, 2023.

Omnibus vote.

\* Approve Voucher List #21-FY23 of March 20, 2023. Omnibus vote.

Proclamations and Resolutions.

\*A. Proclamation

Certified Government Financial Manager Month - March 2023 Omnibus vote.

Appointments, Reappointments and Resignations.

\* A. Appointments

Beautification & Improvement Commission: William Barney Consumer Affairs Commission: Natalie Lopatkiewicz

Fine Arts Commission: Pramod Joshi

Mayor Van Dusen introduced the new appointments and thanked them for their service.

\* B. Resignation

Telecommunications & Technology Commission: Frances Roehm

**Omnibus** vote.

Presentations and Reports.

#### A. Presentation

Annual Comprehensive Financial Report (ACFR) Presentation by Jennifer Martinson of Lauterbach & Amen, LLP

Jennifer Martinson of Lauterbach & Amen made a brief presentation on Financial Statements for the Year ended April 30,2022. The 2022 ACFR includes the audit opinion from the auditors, who attest that the Village has properly reported its financial position in accordance with accounting standards. In addition to the ACFR, is also the Auditor's Management Letter report which discusses the results of the internal control review undertaken as part of the annual audit.

She answered questions from the Board.

#### Report of the Village Manager.

A. Private Side Cost Sharing for Lead Service Line Replacements.

At this time, the estimated number of lead service lines to be abated is 11,287 services. The Village is recommending a private side replacement cost of \$3,000 for effected property owners with the Village to pay the remainder. The Village has received a 2 million dollar federal funding for this program. Julian Prendi, Finance Director and Russ Rietveld, Director of Engineering answered questions from the Board and residents.

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B. Recommendation for Adoption of Code Amendments.

Motion to concur with staff's recommendation to authorize Corporation Counsel to draft the necessary changes for recommendation for adoption of Building Code amendments.

Trustee Johnson asked about exploring the possibility of Green Building Codes for consideration. Moved: Trustee Sutker Seconded: Trustee Robinson Ayes: Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen Nays: None. Absent: None.

#### MOTION CARRIED

\*C. 2023 Water Main & Sewer Rehabilitation Improvement Project – Martam Construction, Inc., Elgin, Illinois - \$6,216,584. Motion to award a contract to Martam Construction, Inc for the 2023 water main & sewer rehabilitation improvement project. Omnibus vote.

\*D. Oakton Terrace Overhead Power Relocation Services – Intren LLC., Union, Illinois – \$147,830. Motion to award a contract to Intren LLC., Union, Illinois in the amount of \$147,830 for Oakton

Terrace overhead power relocation services.

Report of the Corporation Counsel.

CONSENT

\* A. Ordinance 23-3-Z-4638

Motion to adopt an ordinance vacating the alley behind 9965 Gross Point Road, Skokie, Illinois, in a B2 Commercial district and an R1 Single Family district. This item is on the consent agenda for second reading and adoption. The first reading was on February 21, 2023. **Omnibus vote.** 

#### \* B. Ordinance 23-3-Z-4639

Motion to adopt an ordinance approving a plat of subdivision with a dedication for property located at 9965 Gross Point Road and 4101 Old Orchard Road, Skokie, Illinois in a B2 Business district and an R1 Single Family Residential district. This item is on the consent agenda for second reading and adoption. The first reading was on February 21, 2023. **Omnibus yote**.

#### \* C. Ordinance 23-3-Z-4640

Motion to adopt an ordinance amending the zoning map with regard to the property located at 9925 Kedvale Avenue, Skokie, Illinois from an R1 Single Family District to a B2 Commercial district. This item is on the consent agenda for second reading and adoption. The first reading was on February 21, 2023.

New Business.

Trustee Johnson asked about why reviewing and consider revising the appointment process for Village Attorney's under New Business was not on the agenda.

The Mayor responded that he was waiting for the Public Access Superintendent in the Illinois Attorney General Office for her determination.

#### Plan Commission.

A. <u>Plan Commission Case 2023-01P</u> – Site Plan Approval: 8610 Niles Center Road. Motion to concur with the Plan Commission that the petitioner's request for a site plan approval demonstration project planned development in a R4 Multifamily Housing district at 8610 Niles Center Rd, be approved subject to all conditions.

Mark Gershon, attorney representing the developer answered questions concerning parking, sustainability, affordable housing and the meaning of "a demonstration planned development".

Moved: Trustee Sutker Ayes: Sutker, Robinson, Khoeun, Pure Slovin, and Mayor Van Dusen Nays: Johnson, Klein. Absent: None. MOTION CARRIED 2023-2024 Community Development Block Grant Public Hearing #4.

The CDBG Action Plan for the 2023 Program Year will be presented to the Board on April 17, 2023 for consideration and adoption.

On February 27, 2023 the Department of Housing and Urban Development Program announced funding allocations for municipalities who participate in Community Development Block Grant Program. While the Village budgeted to receive around \$600,000 in funding, it was announced that Skokie's allocation was \$552,656. The news of the allocation and the subsequent adjustment of the Village's allocation resulted in a delay of the Village Board consideration and adoption. As a result, the Annual Action Plan is currently available for public comment on the Village's website and undergoing the HUD-required 30-day review period. The final public hearing will not occur until April 17, 2023.

Public Comments.

Angie Rosen, Louis Mercer, Member from GoGreen Skokie, Brian Clarke, Judy Mendel, Bob Kusel, Brad Rosen, Maggie Vandermeer, All spoke about Skokie patronage politics, nonpartisan corporation counsel transparency, appointment, evaluation and employment of Village attorneys, appointments of Committee Chairman's, polarization of the Legal Department, ethic complaints, representations, inclusion, conflict of interest, trust, and Agenda items.

Judy Mendel had comments about the Public Access Superintendent, Commission appointments, Township School Trustee, and elected officials serving on Commissions.

Brian Clark also spoke about the reasonable \$3,000 cap for the lead service line replacement, sustainable building codes, climate change and affordable housing.

Steven Franklin spoke about satisfaction and congratulated the Village's accomplishments- holding the tax levy for 30 years, continued accreditation for Public Works, Police Department and Fire Department Health department, leadership and conduct of meetings.

Tony spoke about people parking in handicap spots to go and pick up food orders Michael Horwitz spoke about bringing back street signs so cars have to move for street cleaning. . He also spoke about alley grading and flooding.

Michael Kaplow spoke about abuse of parking places.

Trustee Johnson read some parts of emails submitted for Public Comments from residents about the appointment process of the Corporation Counsel's office.

Public Comments by email.

Noelle Sullivan-Ethics and legal processes, Leslie Nathan-Skokie patronage politics, Judith Bruber and Manuel Castillon- protest the approval of a192 rent unit to be built on Main Street, Victoria Wolfinger-Corporate counsel transparency, Emi Yamauchi-concern about conflicts of interest and professional/political nepotism in the Corporation Counsel's office, Emi Yamauchi- Development at 8610 Niles Center Road, Jerome Brozek-Corporation appointment process for future, Gail Schechter-Plan Commission -increase number of affordable units, unit sizes.

Adjournment. Motion to adjourn at 9:10 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

Pramod Shah Village Clerk

Approved:

Mayor Van Dusen

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# VILLAGE OF SKOKIE VOUCHER REPORT #22

# April 3, 2023

FUND	<u> </u>	MOUNT
001 - GENERAL FUND	\$	1,260,650
002 - WATER FUND		23,650
003 - MOTOR FUEL TAX FUND		30,699
008 - COMMUNITY DEVELOPMENT BLOCK		30,583
013 - CASH ESCROW FUND		6,650
020 - CAPITAL PROJECTS FUND		264,984
022 - CASUALTY SELF INSURANCE		50,345
025 - ECONOMIC DEVELOPMENT FUND		1,532
026 - SPECIAL ASSESSMENT # 1 FUND		25
027 - SPECIAL ASSESSMENT # 2 FUND		5,225
126 - SPECIAL SERVICE AREA # 4		2,717
128 - SPECIAL SERVICE AREA # 5		4,857
130 - SPECIAL SERVICE AREA # 6		138,391
131 - SPECIAL SERVICE AREA # 8		13,051
132 - SPECIAL SERVICE AREA # 9		96,326
139 - GO BONDS 2018A SERIES		750
144 - OLD ORCHARD BUSINESS DISTRICT	\$	374,255
ALL FUNDS TOTAL	\$	2,304,688

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196722	03/22/2023	A-1 CONTRACTORS INC	BD BOND REFUND-8632 AVERS AVE	\$ 300.00
196663	03/20/2023	A-B WINDOW CLEANING COMPANY	PW & VH MARCH WINDOW CLEAN	680.50
196710	02/28/2023	ACE HARDWARE	MISC. TOOLS AND HARDWARE	59.83
196570	03/16/2023	ACME TRUCK BRAKE & SUPPLY CO	FRONT BRAKE PADS FOR AMBULANCE A17	105.40
196819	03/27/2023	ACTION TARGET INC	TARGETS & BACKING FOR RANGE -ODESHOO	1,553.64
196766	03/24/2023	ADVANCE AUTO PARTS	CFI 85748 LUBE	59.48
196782	03/24/2023	AIR BLUE HEATING & COOLING INC	REPLACE EXISTING 2 TON ROOF UNIT AT TURNING POINT	19,000.00
196690	03/21/2023	AIR ONE EQUIPMENT INC	FF BOOT/HELMET/GLOVE REPLACEMENT	110.00
196911	03/28/2023	AL WARREN OIL CO. INC.	REGULAR UNLEADED	20,705.02
196899	03/28/2023	AMAZON CAPITAL SERVICES	LEATHERMAN MULTITOOL -LIBIT/JAWORSKI	179.90
196900	03/28/2023	AMAZON CAPITAL SERVICES	DESKTOP CALCULATOR -POLINSKI	31.12
196901	03/28/2023	AMAZON CAPITAL SERVICES	STICKY NOTES -BERKOWITZ	17.98
196902	03/28/2023	AMAZON CAPITAL SERVICES	UNIFORM ITEMS -RUSSELL	48.67
196903	03/28/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES -BARKHOO	163.33
196904	03/28/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES -MALTESE	11.89
196905	03/28/2023	AMAZON CAPITAL SERVICES	DRY ERASE BOARD/MAGNETS -MALTESE	243.00
196906	03/28/2023	AMAZON CAPITAL SERVICES	PLASTIC RELEASE BUCKLES -MALTESE	14.98
196882	03/28/2023	AMAZON CAPITAL SERVICES	UNIFORM ITEMS -JUZBA	149.60
196699	03/21/2023	AMAZON CAPITAL SERVICES	SUPPLIES FOR CLEAN GREEN	147.98
196612	03/14/2023	AMAZON CAPITAL SERVICES	TONER	112.95
196613	03/17/2023	AMAZON CAPITAL SERVICES	CRI SUPPLIES – RACHEL	54.99
196614	03/17/2023	AMAZON CAPITAL SERVICES	SUPPLIES - DISEASE INVESTIGATOR	132.12
196616	03/17/2023	AMAZON CAPITAL SERVICES	CHPG - LEAD - SUPPLIES	208.29
196617	03/17/2023	AMAZON CAPITAL SERVICES	CREDIT FOR DAMAGED WATER PITCHER	(22.99)
196623	03/17/2023	AMAZON CAPITAL SERVICES	FLASH DRIVES FOR BUDGET MATERIALS	65.85
196652	03/20/2023	AMAZON CAPITAL SERVICES	IPAD CHARGER CORD -MALTESE	15.99
196654	03/20/2023	AMAZON CAPITAL SERVICES	VARIOUS OFFICE SUPPLIES FOR STOCK -MALTESE	1,381.91
196655	03/20/2023	AMAZON CAPITAL SERVICES	TV WALL MOUNT -BARKHOO	98.99
196547	03/15/2023	AMAZON CAPITAL SERVICES	THROTTLE CABLE FOR RESCUE SAW	24.99
196542	03/15/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	62.92
196573	03/16/2023	AMAZON CAPITAL SERVICES	TORQUE WRENCH REBUILD KIT FOR SHOP	41.56
196579	03/16/2023	AMAZON CAPITAL SERVICES	PET WASTE STATION & BAGS	352.35
196584	03/16/2023	AMAZON CAPITAL SERVICES	TAIL LIGHTS FOR 158	48.74
196768	03/24/2023	AMAZON CAPITAL SERVICES	MARCH OFFICE SUPPLIES	51.00
196725	03/23/2023	AMAZON CAPITAL SERVICES	SUREFIRE FLASHLIGHT -MARZIGLIANO	315.86
196714	03/22/2023	AMAZON CAPITAL SERVICES	OFFICE CHAIR	229.77
196824	03/27/2023	AMAZON CAPITAL SERVICES	LEATHERMAN WINGMAN MULTITOOL -LIEBAU	69.95
196836	03/27/2023	AMAZON CAPITAL SERVICES	SPRING GREENING SUPPLIES	370.53
196870	03/28/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	46.89
196871	03/28/2023	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	175.30
196658	03/20/2023	ANDERSON LOCK COMPANY LTD	MOUNTING TABS	23.94

nvoice Ref#	FY Date	Vendor	Invoice Description	Amount
196649	03/20/2023	ANDY FRAIN SERVICES, INC.	CROSSING GUARD SERVICES -FEBRUARY 2023	27,375.14
196669	03/20/2023	ANGELIQUE SCHNUR	REIMBURSEMENT FOR MEETING REFRESHMENTS	24,44
196562	03/15/2023	ANGELIQUE SCHNUR	REIMBURSEMENT FOR ICC EXAM	153.00
196868	03/27/2023	ARMANDO GRACIA	REIMBURSEMENT FOR RECRUITMENT TRIP -GRACIA	119.51
196879	03/19/2023	AT&T	PHONE SERVICE	2,471.19
196881	03/19/2023	AT&T	PHONE SERVICE	1,090.75
196615	03/17/2023	AT&T MOBILITY	HOTSPOT SERVICE - FEB 2023	533.05
196720	03/22/2023	AURELIO HOLDING LLC	BD BOND REFUND-3838 BRUMMEL STREET	500.00
196852	03/24/2023	AWARD CONCEPTS, INC	SERVICE AWARDS GIFT (MENS LEATHER JACKET)	189.37
196848	03/24/2023	AWARD CONCEPTS, INC	SERVICE AWARDS GIFT (LADIES WATCH)	279.48
196849	03/24/2023	AWARD CONCEPTS, INC	SERVICE AWARDS GIFT (OAKLEY SUNGLASSES)	237.23
196850	03/24/2023	AWARD CONCEPTS, INC	SERVICE AWARDS GIFT (MENS WATCH)	145.00
196659	03/15/2023	B & H PHOTO VIDEO	MOBILE SUPPLIES	695.08
196799	03/24/2023	BERG & BERG	PARKING ENFORCEMENT HEARING/REVIEW	525.00
196687	02/28/2023	BLUE CROSS BLUE SHIELD OF IL	EMPLOYEE INSURANCE CLAIMS	944,933.58
196662	03/20/2023	BRADFORD & KENT BUILDERS INC	BD BOND REFUND-5008 COYLE AVE	250.00
196661	03/20/2023	BRADFORD SYSTEMS CORPORATION	MAINT FOR SPACESAVER MOBILE	450.00
196691	03/21/2023	BRANDI MARTEL	REIMBURSEMENT FOR UNIFORM SHOES & SOCKS -MARTEL	390.00
196929	03/29/2023	BRITTEN INC	20 SETS WITH 36" ARMS	4,155.00
196719	03/22/2023	CATHERINE SAVINO	BD Bond Refund	250.00
196811	03/24/2023	CDW GOVERNMENT INC	TRIPP HDMI SPLITTER 4K ADAPTER	222.60
196812	03/24/2023	CDW GOVERNMENT INC	HID EDGE EVO EH400-K DOOR CONTROLLERS	1,121.91
196704	03/21/2023	CDW GOVERNMENT INC	APC REPL BATT CART SSMT-100RM2U	296.60
196564	03/15/2023	CDW GOVERNMENT INC	HP LASERJET M406DN	511.81
196565	03/15/2023	CDW GOVERNMENT INC	APC BATT CART F/SMT-100RM2U	296.60
196832	03/27/2023	CENTRAL RUG & CARPET	DISPATCH CARPET REPAIR/REPLACEMENT -MALTESE	3,407.00
196609	03/17/2023	CHICAGO COMMUNICATIONS LLC	PROGRAM MERCI RADIO ON AMBULANCE	315.00
196610	03/17/2023	CHICAGO COMMUNICATIONS LLC	PROGRAM COOK COUNTY ENCRYPTION IN 2 RADIOS	95.00
196885	02/28/2023	CHICAGO TRIBUNE MEDIA GROUP	ADVERTISING	100.36
196735	03/23/2023	CINTAS	RESTOCK AUTO DEPT	195.31
196582	03/16/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	12.42
196577	03/16/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	109.66
196777	03/24/2023	CLAIM MANAGEMENT CONSULTANTS LLC	REPLENISHMENT OF ACCT THRU 3 15 23	47,218.53
196854	03/24/2023	CLARK HILL PLC	FOR LEGAL SERVICES RENDERED THROUGH FEB. 28, 2023	2,343.00
196605	03/17/2023	CLASSIC GENERAL CONTRACTORS	BD BOND REFUND-9133 KEDVALE AVE	250.00
196510	03/14/2023	CLEAN AIR SCIENCES INC.	STATION 18 AIR QUAILITY TESTING	6,711.85
196608	03/17/2023	CLUNE CONSTRUCTION CO	BD BOND REFUND-7450 MCCORMICK BLVD	500.00
196804	03/24/2023	COLLECTIVE RESOURCE INC	COMPOSTING INCENTIVE PROGRAM	238.29
196853	03/27/2023	COMCAST BUSINESS	APRIL CHARGES PW	31.59
196694	03/21/2023	COMED	KISS & RIDE 8150 SKOKIE BLVD	141.63
196695	03/21/2023	COMED	LITE & 8350 LINCOLN AVE	6.55

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196696	03/21/2023	COMED	8001 NILES AVE	542.60
196697	03/21/2023	COMED	LITE RT25 CONTR#2 8350 LINCOLN AVE	138.67
196698	03/21/2023	COMED	ELECTRIC SERVICE	1,294.12
196682	03/21/2023	COMED	O W BABB LITE RT/25, N LINCOLN AVE	21,465.63
196683	03/21/2023	COMED	O EAST PRAIRIE LITE RT/23 & ST. LOUIS	21,920.98
196544	03/15/2023	COMMERCIAL TIRE SERVICES INC	STEER TIRES FOR REFUSE TRUCKS	1,985.32
196638	03/20/2023	COMPASS MINERALS	BULK ROCK SALT	1,538.23
196765	03/24/2023	COOK COUNTY CLERKS OFFICE	5 RECORDINGS ON 2.1.23	461.00
196743	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL ASSESSMENT # 1 FUND	24.57
196744	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL ASSESSMENT # 2 FUND	5,225.08
196745	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL SERVICE AREA # 4	2,716.61
196746	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL SERVICE AREA # 5	4,856.56
196747	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL SERVICE AREA # 6	138,391.30
196748	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL SERVICE AREA # 8	13,051.20
196749	03/23/2023	COOK COUNTY TREASURER'S OFFICE	SPECIAL SERVICE AREA # 9	96,325.85
196711	03/22/2023	COSTAR REALTY INFORMATION INC	COSTAR SUITE	1,509.39
196837	03/27/2023	CUMMINS-ALLISON CORP	WIRING HARNESS REPAIR IT	254.02
196805	03/24/2023	DANIEL DEFENSE LLC	TIU SUPPLIES -GARCIA	397.00
196803	03/24/2023	DANIEL DEFENSE LLC	TIU SUPPLIES -GARCIA	52.00
196917	03/28/2023	DAVID MEREL	EMERGENCY FUNDING ASSISTANCE	1,500.00
196689	03/21/2023	DAVID PAWLAK	REIMBURSEMENT FOR UNIFORM ITEMS -PAWLAK	369.89
196572	03/16/2023	DOUGLAS TRUCK PARTS	BATTERIES	792.44
196781	03/24/2023	DREW GREEN HEATING & COOLING LLC	CDBG HOME IMPROVEMENT PY22 2.1 Q4	3,700.00
196576	03/16/2023	EJ EQUIPMENT INC	OPERATIONS & MAINT TRAINING	1,100.00
196569	03/16/2023	EJ EQUIPMENT INC	OUTSIDE REPAIR OF WATER PUMP FOR 145	3,093.13
196550	03/15/2023	ELEVATOR INSPECTION SERVICES	ELEVATOR INSPECTION 5240 GALITZ	50.00
196552	03/15/2023	ELEVATOR INSPECTION SERVICES	ELEVATOR INSPECTION FOR	50.00
196721	03/22/2023	ELIDA PATINO	BD BOND REFUND-9110 BENNETT AVE	250.00
196916	03/28/2023	EMAD ABBASI	EMERGENCY FUNDING ASSISTANCE	1,500.00
196772	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	SANITIZER	68.64
196774	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	SANITIZER	68.64
196775	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	IDPH AMBULANCE PILLOWS	78.58
196758	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	SANITIZER	137.28
196761	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	SAINITIZER	68.64
196762	03/24/2023	EMERGENCY MEDICAL PRODUCTS INC	SANITIZER	68.64
196830	03/27/2023	EQUIFAX INFORMATION SVCS LLC	LOCAL CREDIT REPORT & ANCILLIARY SERVICES -MAR 2023	25.16
196773	03/24/2023	EVANSTON GOLF CLUB	ANNUAL SERVICE AWARDS DINNER	13,405.94
196733	03/23/2023	FILTER SERVICES INC	20X20X2 FILTERS	289.20
187918	04/30/2022	FIRE DEX GW, LLC	FF GEAR REPAIR	1,325.00
193353	11/30/2022	FIRE DEX GW, LLC	FF GEAR REPAIR	1,132.00
193354	11/30/2022	FIRE DEX GW, LLC	FF GEAR REPAIR	899.10

nvoice Ref#	FY Date	Vendor	Invoice Description	Amount
193355	11/30/2022	FIRE DEX GW, LLC	GEAR WASH TURNOUT GEAR REPAIR	206.8
196701	03/21/2023	FIRE DEX GW, LLC	FIREFIGHTING GEAR WASH/REPAIR	499.0
196702	03/21/2023	FIRE DEX GW, LLC	FIREFIGHTING GEAR WASH/REPAIR	1,594.8
196554	03/15/2023	FIRE SERVICE INC	4-GAS REPLACEMENT SENSORS	256.9
196839	03/27/2023	FOSTER COACH SALES INC	20 AMP KUSSMAUL	328.6
196840	03/27/2023	FOSTER COACH SALES INC	DATA CABLE I4G REMOTE SW PANEL	201.9
196841	03/27/2023	FOSTER COACH SALES INC	BLUE 3 PANEL SWITCH CABLE	109.2
196873	03/28/2023	FREISE BUILDERS LLC	BD BOND REFUND-8743 KEYSTONE AVE	500.0
196914	03/28/2023	G & M TRUCKING INC	DIRT REMOVAL	3,300.0
196707	03/22/2023	G & M TRUCKING INC	CA-7 STONE	2,936.3
196539	03/15/2023	GENUINE PARTS COMPANY	WIPER BLADES	25.8
196585	03/16/2023	GENUINE PARTS COMPANY	CRANKCASE FILTER FOR 165	84.7
196586	03/16/2023	GENUINE PARTS COMPANY	LIGHTS FOR 158	42.7
196763	03/24/2023	GENUINE PARTS COMPANY	111T TRANS FILTER	17.6
196764	03/24/2023	GENUINE PARTS COMPANY	EXACTFIT BEAMS	24.2
196753	03/24/2023	GENUINE PARTS COMPANY	NAPA CABIN AIR FILTER	22.3
196754	03/24/2023	GENUINE PARTS COMPANY	NAPA GOLD OIL FILTER	118.5
196755	03/24/2023	GENUINE PARTS COMPANY	SENSOR ACC PEDAL FOR #52	111.2
196756	03/24/2023	GENUINE PARTS COMPANY	GOLD AIR FILTER	353.5
196757	03/24/2023	GENUINE PARTS COMPANY	EXACTFIT BEAN	45.2
196897	03/28/2023	GIOVANNI DE LA VEGA	REIMBURSMENT FOR SHIRTS -DELAVEGA	86.0
196730	03/23/2023	GOLF MILL FORD	SERVICE '20 FORD EXPLORER POLICE	164.9
196859	03/27/2023	GRAINGER	AIR HOSE	43.5
196860	03/27/2023	GRAINGER	PLUG IN CFL BULB	68.5
196862	03/27/2023	GRAINGER	QUICK CONNECT SOCKET	31.6
196863	03/27/2023	GRAINGER	WIRE STRIPPER	28.4
196591	03/16/2023	GRAINGER	ELBOW MENDER COMPOSITE TUBES -ODESHOO	21.7
196867	03/27/2023	GRAINGER	ROCKER SWITCH	12.0
196646	03/20/2023	GRAYBAR ELECTRIC COMPANY INC	ARTERIAL LED FIXTURES	50,624.1
196647	03/20/2023	H & H ELECTRIC CO	FY23 STREET LIGHT/TRAFFIC SIGNAL ROUTINE INVOICES	6,865.2
196650	03/20/2023	H & H ELECTRIC CO	4134 SUFFIELD COURT - DAMAGED CABLES	1,724.1
196681	03/21/2023	HEALTH INSPECTION PROFESSIONALS INC	ROUTINE HEALTH INSPECTIONS FEB 23	3,600.0
196553	03/15/2023	HIGH PSI LTD	SPARY NOZZLES FOR CAR WASH	82.2
196625	03/17/2023	IAED	ONLINE EMD RECERTIFICATION FOR RICHARD ROGGETZ	55.0
196716	03/22/2023	IALEHA	ANNUAL MEMBERSHIP DUES - CAMERON HENDRICKS	15.0
196593	03/16/2023	ILLINOIS ASSN OF CHIEFS OF POLICE	2023 ILACP ANNUAL CONFERENCE & AWARDS BANQUET -BAKER	429.0
196568	03/15/2023	ILLINOIS SECRETARY OF STATE	LICENSE PLATE MATCHES	1,200.0
196596	03/16/2023	ILLINOIS STATE FIRE MARSHAL	VH BOILER INSPECTION	200.0
196653	03/20/2023	INTERSTATE POWER SYSTEMS INC	REPAIRS FOR UNIT #109	15,044.0
196726	03/23/2023	INTERSTATE POWER STSTEMS INC	BATTERY AND CORE CHARGE	13,044.0
196807	03/23/2023	INTOXIMETERS INC	INTOX AS FST PBT	538.0

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196703	03/21/2023	INVOLTA, LLC	NETWORK VULNERABILITY SCANNING AND PEN TESTING - MARCH 2023	607.00
196738	03/14/2023	ISBS	COPIER MAINTENANCE	309.50
196732	03/17/2023	ISBS	COPIER MNTNC	1,081.50
196789	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	8.50
196790	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	156.00
196791	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	42.00
196792	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	42.00
196800	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	68.00
196801	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	26.00
196802	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOOD, NOTION	26.00
196794	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	108.00
196795	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	41.00
196796	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	108.00
196797	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	68.00
196798	03/24/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	68.00
196631	03/18/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	405.00
196632	03/18/2023	J G UNIFORMS INC	CLOTHING, DRY GOOD, NOTION	26.00
196633	03/18/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	108.00
196634	03/18/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	26.00
196893	03/28/2023	J G UNIFORMS INC	#8665-DN BLAUER FLEXRS EXTERNAL CARGO PANTS -VEENHUIS	239.97
196894	03/28/2023	J G UNIFORMS INC	UNIFORM ITEMS -MOERSFELDER	271.48
196895	03/28/2023	J G UNIFORMS INC	#8665-DN BLAUER MENS FLEXRS EXTERNAL CARGO PANTS -MOORE	79.99
196896	03/28/2023	J G UNIFORMS INC	CSO UNIFORM ITEMS -TONG	202.15
196907	03/28/2023	J G UNIFORMS INC	VEST COVER ORDER -FRANKLIN	230.00
196770	03/24/2023	JEFFREY GREENSPAN	ADMIN HEARING-CODE ENFORCEMENT	900.00
196784	03/24/2023	JENNINGS CHEVROLET	WIPER ARM FOR #72	24.55
196778	03/24/2023	JENNINGS CHEVROLET	#72 WIPER MOTOR	118.89
196543	03/15/2023	JEREMY LYERLY	CDL REIMBURSEMENT	60.00
196835	03/27/2023	JEWISH CHILD & FAMILY SERVICES	CDBG PYMT PY22 5.1B QTR 1,2,& 4	2,790.00
196877	03/28/2023	JONATHAN EGGERT	BOOTS	279.99
196709	03/22/2023	JONES & BARTLETT LEARNING LLC	FIRE FIGHT SKILLS AND HAZMAT TEXT BOOK	449.80
196715	03/22/2023	K & S TIRE RECYCLING	SCRAP TIRE DISPOSAL	30.65
196861	03/27/2023	KIESLER POLICE SUPPLY INC	TRAINING AMMO -ODESHOO	962.50
196590	03/16/2023	KIESLER POLICE SUPPLY INC	FY22 TRAINING & STOCK AMMUNITION	181.00
196688	03/21/2023	KRISTOPHER IWANSKI	REIMBURSEMENT FOR UNIFORM SHOES -IWANSKI	164.65
196563	03/15/2023	LAKESIDE INTERNATIONAL TRUCKS	INJECTOR KIT 153	498.81
196679	03/20/2023	LAUTERBACH & AMEN LLP	PROFESSIONAL SERVICES - AUDIT	2,000.00
196793	03/24/2023	LEGAL DEPT PETTY CASH	PETTY CASH RECONCILIATION	206.11
196884	03/28/2023	LINDA J DOERING	LEGAL SERVICES WC LIT	768.00
196639	03/20/2023	LOCALGOVNEWS.ORG	1 YEAR MEMBERSHIP TO LOCALGOVNEWS 06/23/23 TO 06/23/24	900.00
196729	03/23/2023	LURVEY LANDSCAPE SUPPLY	BULK TOP SOIL	320.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196736	03/23/2023	MACQUEEN EQUIPMENT LLC	GLASS CAB ER RR	540.47
196594	03/16/2023	MACQUEEN EQUIPMENT LLC	PUSH BUTTON SWITCH REPLACE	158.93
196595	03/16/2023	MACQUEEN EQUIPMENT LLC	ACTUATOR,ELEC BUTTERFLY VALVE	1,855.75
196580	03/16/2023	MACQUEEN EQUIPMENT LLC	WINDOW PARTS FOR FIRE TRUCK 110	65.49
196771	03/24/2023	MARLENE BARGAMIAN	REIMBURSEMENT FOR ED MEETING REFRESHMENTS	22.39
196892	03/28/2023	MATE SETKA	REIMBURSMENT FOR UNIFORM SHOES/SOCKS -SETKA	91.21
196607	03/17/2023	MATRIX BASEMENT SYSTEMS	BD BOND REFUND-7937 KILBOURN AVE	500.00
196664	03/20/2023	MCKIM & CREED, INC.	DISTRICT METERED AREA WATER MANAGEMENT	13,930.00
196821	03/27/2023	MD PLUMBING & SEWER	HOME IMPR GRANT PY22 2.1 Q4	2,093.00
196831	03/27/2023	MENARDS MORTON GROVE	CEDAR PICKET AND NAILS	24.66
196808	03/24/2023	MENARDS MORTON GROVE	PIPES, PVC, CLAMPS, BOLTS, ETCMALTESE	70.60
196809	03/24/2023	MENARDS MORTON GROVE	PRIMER SPRAY -CATALA	9,59
196810	03/24/2023	MENARDS MORTON GROVE	SPRAY PAINT -CATALA	5.98
196864	03/27/2023	MENARDS MORTON GROVE	3/4 BRASS PLUG	29.95
196865	03/27/2023	MENARDS MORTON GROVE	LED 4 PK	29.98
196866	03/27/2023	MENARDS MORTON GROVE	MISC SUPPLIES	65.36
196545	03/15/2023	MENARDS MORTON GROVE	EQUIPMENT AND TOOLS	10.18
196583	03/16/2023	METAL SUPERMARKETS	STEEL	49.73
196779	03/24/2023	METROPOLITAN FAMILY SERVICES	CDBG GRANT PY22 5.6A Q1 & Q2	3,000.00
196826	03/27/2023	MIKE DEZYNSKI	TRAINING & REGISTRATION FEES	234.00
196785	03/24/2023	MOORE LANDSCAPES INC	TULIP BULBS @ KRIER PLAZA	1,638.00
196786	03/24/2023	MOORE LANDSCAPES INC	DOWNTOWN LANDSCAPE MAINTENANCE CONTRACT 22-23	2,468.00
196787	03/24/2023	MOORE LANDSCAPES INC	MAIN ST MEDIANS LANDSCAPE MAINTENANCE	1,518.00
196788	03/24/2023	MOORE LANDSCAPES INC	HOLIDAY LIGHTS	1,055.00
196912	03/28/2023	MOORE LANDSCAPES INC	SEASONAL ANNUALS - WINTER DECOR	7,735.00
196838	03/27/2023	MORTON GROVE SUPPLY CO	URINAL & SLOAN VACUUM BREAKER	207.84
196844	03/27/2023	MUNICIPAL MARKING DISTRIBUTORS INC	BLUE FLUOR PAINT	515.00
196712	03/22/2023	NARSSO CONSTRUCTION AND PLUMBING	REPAIR SEWER @8249 CRAWFORD AVE	14,200.00
196856	03/24/2023	NCPERS GROUP LIFE INC	APRIL 2023 PREMIUM	1,248.00
196857	03/27/2023	NEENAH FOUNDRY COMPANY	SOLID PLATEN LD & GRATE	1,495.89
196833	03/27/2023	NEMRT	REID ADV INTERVIEW & INTERROGATION CLASS-O'DEA	125.00
196834	03/27/2023	NEMRT	REID TECHNIQUE OF INTERVIEW & INTERROGATION CLASS-O'DEA	400.00
196643	03/20/2023	NEUCO INC	GASKET	251.10
196684	03/21/2023	NICOR GAS	9050 GROSS POINT RD (AP 1 OF 2)	2,195.94
196685	03/21/2023	NICOR GAS	9050 GROSS POINT RD (AP 2 OF 2)	6,003.21
196511	03/14/2023	NICOR GAS	8157 CENTRAL PARK AVE	1,271.20
196512	03/14/2023	NICOR GAS	9024 GROSS POINT RD	1,590,51
196513	03/14/2023	NICOR GAS	9050 GROSS POINT RD REAR	1,143.27
196829	03/27/2023	NICOR GAS	NATURAL GAS - 7300-06 NILES CENTER RD 02/15/23-03/17/23	6,351.02
196566	03/15/2023	NILES TOWNSHIP DISTRICT 219	SKOKIE I-NET SHARED DS3 SERVICES FEB-2023	250.00
196705	03/21/2023	NILES TOWNSHIP DISTRICT 219	I-NET SERVICE - MARCH 2023	250.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196869	03/24/2023	NORTHSHORE OMEGA	PRE-PLACEMENT MEDICAL EVALUATIONS	1,089.00
196750	03/23/2023	NORTHSHORE UNIVERSITY HEALTHSYSTEM	ADDITIONAL INVOICING FOR 7 5 22 INCIDENT	235.00
196628	03/17/2023	O'DONOGHUE, DENNIS	UB refund for account: 87007	150.00
196665	03/20/2023	OFFICE DEPOT INC	SFD - TONER CARTRIDGE - BLACK - MARONEY	92.89
196823	03/27/2023	OFFICE DEPOT INC	OFFICE SUPPLIES	73.07
196921	03/28/2023	OLD ORCHARD URBAN LP	OOBD TAX REVENUE DISBURSEMENT FOR PERIOD ENDING 3/31/2023	374,255.45
196574	03/16/2023	ORLANDO AUTO TOP INC	102 SEAT CUSHION REPAIR	200.00
196575	03/16/2023	ORLANDO AUTO TOP INC	SEAT REPAIR FORL ROLLER 220	750.00
196845	03/27/2023	OUI OUI ENTERPRISES LLC	MONTLY MAINT FOR CHANNEL PARK SITE #4588	460.00
196846	03/27/2023	OUI OUI ENTERPRISES LLC	MAINT CHANNEL PARKING LOT D SITE #4589	460.00
196847	03/27/2023	OUI OUI ENTERPRISES LLC	MAINT CHANNEL PARK SITE #4590	460.00
196567	03/15/2023	P F PETTIBONE & CO	MINUTE BOOK AND SHEETS	146.85
196858	03/24/2023	PADDOCK PUBLICATIONS INC	JOB POSTING (LATERAL ENTRY PO)	800.00
196606	03/17/2023	PARIKH, UHMESH/JAVNIKA	UB refund for account: 63109	211.81
196820	03/27/2023	PETE DUWEL	GLOVES	110.04
196597	03/16/2023	PETROLEUM TECHNOLOGIES EQUIPMENT	DIESEL PUMP SERVICE REPAIR	258.00
196741	03/23/2023	PIRTEK O'HARE	161 HYDRAULIC HOSE	162.73
196742	03/23/2023	PIRTEK O'HARE	227 CYLINDER REPAIR	425.00
196571	03/16/2023	POMP'S TIRE SERVICE INC	RECAPPED TIRES	733.13
196806	03/24/2023	PRESTOX	MONTHLY PEST MAINTENENCE SERVICES -03/2023	221.00
196713	03/22/2023	PRINT XPRESS	NEW BUSINESS CARDS FOR BA - TITLE CHANGE	90.00
196718	03/22/2023	PROFILE REMODELERS CO	BD BOND REFUND-5322 GREENLEAF ST	300.00
188835	07/06/2022	PROGRESSIVE TREE SERVICE	GROWTH REGULATOR TREATMENT	1,600.00
196717	03/22/2023	PROPAC	MRC BACKPACKS	1,316.83
196581	03/16/2023	PURE ELECTRIC INC	BL BOLT ON BREAKER	38.05
196731	03/20/2023	QUENCH USA INC	WATER COOLER LEASE	55.00
196635	03/20/2023	RAUL PAREDES	BOOTS	335.00
196825	03/27/2023	RCN	HIGH SPEED INTERNET SERVICES & FEES FOR PRISON PHONES 03/17/2023 ) -TARASIUK	146.76
196641	03/20/2023	REAL VIDEO PRODUCTION CO	POLICE RECRUITMENT VIDEO PRODUCTION SERVICES - 1ST PAYMENT	4,200.00
196918	03/28/2023	REDS GARDEN CENTER INC	TOPSOIL	390.00
196919	03/28/2023	REDS GARDEN CENTER INC	TOP SOIL	390.00
196915	03/28/2023	REDS GARDEN CENTER INC	TOPSOIL	390.00
196767	03/24/2023	RELX INC. DBA LEXIS NEXIS	LEXIS NEXIS FEB MEMBERSHIP	350.00
196876	03/28/2023	RICHARD E WILKEN	REIMBURSEMENT FOR RECRUITMENT TRIP -WILKEN	32.94
196651	03/20/2023	RMG ENT. PETWANTS CHICAGO NORTH	DOG FOOD FOR JINN	51.30
196548	03/15/2023	RNOW INC	TIPPER VALVE AND HANDLE	701.51
196693	03/21/2023	SAFARILAND LLC	7360RDS SIG 320RX HOLSTER -ROQUE	208.50
196724	03/23/2023	SAFARILAND LLC	7378 7TS ALS HOLSTER -MARZIGLIANO	85.00
196898	03/28/2023	SAFARILAND LLC	7360 HOLSTER -MARZIGLIANO	187.00
196855	03/27/2023	SAFETY-KLEEN SYSTEMS, INC.	TRANSMISSION FLUID	1,285.00
196909	03/28/2023	SARA J MCMURRAY	BD BOND REFUND-3526 LAKE STREET	300.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
196598	03/16/2023	SHARPER DOT PRINTING INC	WATER METER DOOR HANGERS	257.60
196578	03/16/2023	SHERWIN WILLIAMS CO	PAINT	82.98
196851	03/27/2023	SKOKIE PAINT & WALLPAPER	PAINT PLATINUM GRAY	48.88
196842	03/27/2023	SNAP-ON INDUSTRIAL	IMPACT WRINCH REPAIRS	275.00
196890	03/28/2023	SOLID WASTE AGENCY N COOK CNTY	FY 2023 O & M COSTS (AP 1 OF 2)	20,832.08
196891	03/28/2023	SOLID WASTE AGENCY N COOK CNTY	SWANCC DISPOSAL FEES APRIL AND MAY 2022 (AP 2 OF 2)	65,449.92
196644	03/20/2023	SPRING CITY ELECTRICAL MFG CO.	100 WATT LED BOARDS, DRIVER WITH SURGE	3,276.76
196645	03/20/2023	SPRING CITY ELECTRICAL MFG CO.	LED REPLACEMENT PARTS	3,277.74
196555	03/15/2023	STADE'S FARM & MARKET	BALES OF STRAW	161.00
195419	02/07/2023	STANDARD EQUIPMENT COMPANY	SWEEPER PARTS FOR 228T	108.30
195421	02/07/2023	STANDARD EQUIPMENT COMPANY	WARRANTY CREDIT	(680.82)
196657	03/20/2023	STANDARD EQUIPMENT COMPANY	HANDGUN ASSY, 40	854.02
196875	03/21/2023	STANTON MECHANICAL INC	NSCPA RTU PROJECT	20,000.00
196588	03/16/2023	STAPLES INC.	VARIOUS OFFICE SUPPLIES -MALTESE	700.87
196740	03/23/2023	STEVE ZIVIN	COMPOST BIN REIMBURSEMENT	25.00
196516	03/14/2023	SUNRISE TREE CARE	ROUTINE PKWY TREE TRIMMING	465.16
196517	03/14/2023	SUNRISE TREE CARE	ROUTINE PKWY TREE TRIMMING	8,400.00
196874	03/28/2023	SUZAN CAPILLO	COMPOST BIN REIMBURSEMENT	25.00
196828	03/27/2023	TECHNOLOGY MANAGEMENT REV FUND	LEADS LIVESCAN T1 LINE SERVICES THROUGH 02/28/2023	857,70
196872	03/28/2023	TERRY JAMEE GROSS	BD BOND REFUND-33 WILLIAMSBURG LN	250.00
196680	03/20/2023	THE BANK OF NEW YORK MELLON	GENERAL BONDS - AGENT FEE	750.00
196589	03/16/2023	THE HOME DEPOT PRO	WOOD GARDEN STAKES -MALTESE	51.24
196913	03/28/2023	THELEN MATERIALS LLC	LEAF PICK UP	5,593.50
196813	03/24/2023	TIDE CLEANERS	BD BOND REFUND-7520 ST LOUIS AVE	2,000.00
196587	03/16/2023	TIFFANY KELLY- SOUND INSIGHT	V& H SCREENINGS - FEB 23	4,795.00
196700	03/21/2023	TOPS IN DOG TRAINING CORP	TACTICAL & K-9 MAINTENANCE TRAINING FOR JINN	700.00
196827	03/27/2023	TRAFFIC CONTROL & PROTECTION	MISCELLANEOUS ITEMS FOR SIGN SHOP	6,019.55
196541	03/15/2023	TRANSCHICAGO TRUCK GROUP	FUEL TANK STRAP FOR 128	384.06
196727	03/23/2023	TRU SERVICE GROUP	BD BOND REFUND-9449 SKOKIE BLVD	500.00
196734	03/23/2023	U S FIRE & SAFETY EQUIPMENT CO	ANNUAL MAINT	1,486.51
196592	03/16/2023	ULINE	WATER RESISTANT SHOE COVERS	59.73
196739	03/23/2023	UPS	WEEKLY SERVICE CHARGE	30.00
196889	03/04/2023	UPS	SHIPPING CHARGES	37.05
196780	03/24/2023	US LEGAL SUPPORT INC	TRANSCRIPTS	398.85
196737	03/23/2023	VALDES LLC	BULK DEF	72.50
196910	03/28/2023	VCG LTD	SAFETY VEST W/POLICE	144.00
196908	03/28/2023	VCG LTD	5.11 JOB SHIRT W/EMBROIDERY -BRABAND	89.95
196611	03/17/2023	VERIZON WIRELESS	HOTSPOT SERVICE - FEB 2023	286.02
196600	03/16/2023	WARE MALCOMB	NILES AVE PARKING GARAGE ARCHITECTURAL SERVICES	10,000.00
196601	03/16/2023	WARE MALCOMB	NILES AVE PARKING GARAGE ARCHITECTURAL SERVICES	10,280.00
196602	03/16/2023	WARE MALCOMB	NILES AVE PARKING GARAGE ARCHITECTURAL SERVICES	34,040.00

Invoice Ref#	FY Date	Vendor	Invoice Description		Amount
196604	03/16/2023	WARE MALCOMB	NILES AVE PARKING GARAGE ARCHITECTURAL SERVICES		7,280.00
196603	3/20/2023	WARE MALCOMB	NILES AVE PARKING GARAGE ARCHITECTURAL SERVICES		70,960.00
196660	03/20/2023	WAREHOUSE DIRECT	SUPPLIES FOR PD		1,598.32
196776	03/24/2023	WAREHOUSE DIRECT	JANITORIAL PAPER SUPPLIES FOR ALL STATIONS		1,774.25
196843	03/27/2023	WAREHOUSE DIRECT	M FLD TOWEL		382.80
196656	03/20/2023	WATERWAY GAS & WASH COMPANY	PW FEB SERVICE		14.00
196692	03/21/2023	WATERWAY GAS & WASH COMPANY	PD CAR WASH SERVICES FOR FEBRUARY 2023		288.00
196706	03/22/2023	ZIEBELL WATER SERVICES PRODUCTS	TAPT SS REPAIR SLEEVE		3,064.44
196642	03/20/2023	ZIEBELL WATER SERVICES PRODUCTS	O-RING, GASKET & MEGALUG RESTRAINT		888.06
196640	03/20/2023	ZIEBELL WATER SERVICES PRODUCTS	SAFETY FLANGE KIT		1,070.70
196599	03/16/2023	ZIEBELL WATER SERVICES PRODUCTS	SLEEVE STOP BOLT & O-RING		294.90
196728	03/23/2023	ZIEBELL WATER SERVICES PRODUCTS	MJ DUAL PURPOSE ACC	_\$	339.00
			Total:	\$	2,304,688.13

#### Memorandum Mayor's Office

	$\bigcap$
TO:	Board of Trustees
FROM:	Joan L
	Mayor

DATE: April 3, 2023

SUBJECT: Proclamation, Appointments, Reappointments and Resignations

- \*A Proclamation "Fair Housing is not an Option. It's the Law Month" April 2023
- \*B Appointments

Beautification & Improvement Commission William Oney-Paige

<u>Plan Commission</u> Vijai Gupta

Public Safety Commission Fred Moore

<u>Telecommunications and Technology Commission</u> Richard Owen

#### \*C Reappointments

Human Relations Commission Deborah Arnold Daphnee Camilien Alexander Chaparro Sheila Crumrine David Donegan Krishna Goyal Jonathan Lavin Marcos Levy Swarupa Pahan Michelle Reitman Pearl Rubenzik Jeremy Segall Karen L Sherman James Specker

Maria Monestero Bueno Chair \*D Resignations

Plan Commission Mike Shah

Zoning Board of Appeals Vijai Gupta

# Proclamation

WHEREAS, April marks the 55<sup>th</sup> anniversary of the United States Federal Fair Housing Act – a law whose spirit embraces equal housing, not only as a national policy, but a fundamental human concept for everyone to embrace; and

WHEREAS, the Village of Skokie was the first in the State to pass a Fair Housing Ordinance that prohibits unlawful housing practices and discrimination to assure full and equal opportunity to obtain fair and adequate housing for all residents and their families within the Village and to secure to all persons an equal opportunity to view, purchase, lease, rent, or occupy real estate in the Village without discrimination because of their race, color, religion, sex, creed, ancestry, disability, age, marital status, presence or age of children, national origin, sexual orientation, or source of income; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, the Fair Housing Act affirms the right of every person to equal housing opportunities prohibiting discrimination based on race, color, religion, age, sex (including sexual harassment and pregnancy), familial status, marital status, national origin/ancestry, disability, sexual orientation, gender identity, military status, unfavorable military discharge, and order of protection status; and

WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, the talents of grassroots and nonprofit organizations, housing service providers, financial institutions, elected officials, national, state, and local agencies, and others must be combined to promote and preserve fair housing and equal opportunity.

NOW, THEREFORE, I, GEORGE VAN DUSEN, Mayor of the Village of Skokie, do hereby proclaim the month of April 2023, as

"FAIR HOUSING IS NOT AN OPTION. IT'S THE LAW MONTH"

in the Village of Skokie and to affirm Skokie as an open and inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all current and prospective residents.

Passed this 3<sup>rd</sup> day of April 2023

Pramod Shah Village Clerk

George Van Dusen Mavor



### <u>Memorandum</u> Manager's Office

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

FROM:

John T. Lockerby, Village Manager

DATE: March 30, 2023

SUBJECT: MANAGER'S REPORT BOARD MEETING OF MONDAY, APRIL 3, 2023

## A. <u>Resolution Regarding Private Side Cost Sharing of Lead Water Service</u> <u>Line Replacements.</u>

Following a Budget Hearing Discussion in April of 2022, and further discussions at the January 17 and March 20 Board Meetings, staff recommended the Village adopt a cost sharing approach regarding the mandatory replacement of private lead water services under the Illinois Lead Service Line Replacement and Notifications Act. I concur with staff's recommendation. Mayor and Board approval of the Resolution approving and authorizing the lead line replacement program is respectfully requested.

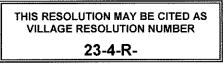
#### B. Hotel Project Promissory Note Public Private Partnership.

The Village has been presented with the opportunity to join other partners in bringing the Downtown Hotel to completion. The current challenging market factors; such as significant cost escalations for construction materials, labor shortages and changing capital markets including fluctuating interest rates have impacted the project's finances. Staff is recommending the Village provide a promissory note up to \$4.5 million from the Village's Economic Development Fund as a public private partnership. The loan would yield a guaranteed return of 12% annually (\$540,000) to the Village until repayment. 50% of the returns will be dedicated to Environmental Sustainability Plan initiatives or other Board priorities and remainder back to the Economic Development Fund. The hotel is an essential component of the future downtown as it is projected to bring approximately 100,000 patrons to the downtown which will benefit all current and future businesses. I concur with staff's recommendation and respectfully request the Mayor and Board authorize the Village Manager to execute a promissory note as a public private partnership with the downtown hotel.

Subject:	AGENDA ITEM – April 3, 2023 Resolution regarding private side cost sharing during lead water service replacement
Date:	March 24, 2023
From:	Max Slankard, Director of Public Works
To:	John Lockerby, Village Manager

At the January 17<sup>th</sup> and March 20<sup>th</sup> meetings of the Mayor and Board of Trustees earlier this year, Staff recommended the Village adopt a cost sharing approach regarding the mandatory replacement of private lead water services under the Illinois Lead Service Line Replacement and Notification Act. Corporation Counsel has prepared the attached Resolution. The Resolution is in line with the proposed cost sharing implementation laid out before the Mayor and Board of Trustees previously. Please present this matter to the Mayor and Board of Trustees for their review and approval at the upcoming April 3, 2023 Village Board Meeting.

c: Michael Lorge, Corporation Counsel Nick Wyatt, Assistant Village Manager Max Slankard, Director of Public Works Julian Prendi, Director of Finance



## **RESOLUTION APPROVING AND AUTHORIZING THE** LEAD LINE REPLACEMENT PROGRAM

WHEREAS, the Village of Skokie is a home rule unit of local government pursuant to Article VII of the 1970 Constitution of the State of Illinois); and 2

WHEREAS, on August 27, 2021, Governor Pritzker signed Public Act 102-0613 the Illinois Lead Service Line Replacement and Notification Act (hereinafter "Act"), thereby having Illinois join Michigan and New Jersey as the first three states in the U.S. to mandate full lead service line replacement, although, it is an unfunded mandate; and

WHEREAS, the effective date of the Act was January 1, 2022, which requires that 7 owners and operators of community water supplies, of which the Village of Skokie 8 (hereinafter "Village") is considered, finalize their lead service inventory and submit a Lead 9 Service Line Replacement Plan (hereinafter "Plan") to the Illinois Environmental Protection 10 Agency and prohibit future partial lead service replacement. In effect removing all lead from 11 the community water supply; and 12

WHEREAS, the current cost for a water service replacement is approximately 13 \$7,000 per line. The estimated number of lead service lines to be replaced is 11,287 water 14 services in the Village, the Village's replacement plan will require abatement of not less than 15 3%, or 339 services, per year with an annual cost of \$2,373,000. Assuming no increase in 16 costs, the total financial impact of replacing all 11,287 lead services in their entirety would 17 equate to \$79 million over the next 34 years; and 18

WHEREAS, in order to lessen the burden for the affected property owners, the 19 Village has determined that a cost sharing approach is the most equitable and it is the most 20 common approach among our neighboring communities, as well. The Lead Line 21 Replacement Program (hereinafter "Program") requires private side replacement 22 participation of \$3,000 for affected property owners with the Village paying the remainder of 23 the cost: and 24

WHEREAS, since the Plan is contemplated for the next 34 years, it is anticipated 25 that certain adjustments will be needed in the cost calculation for both the private and public 26 portions. These calculations include various factors such as material and labor costs as 27 well as any secured grants or direct funding from the federal or state governments. For 28 example, the Village has already secured federal funding in the amount of \$2,000,000 to 29 offset expenses associated with implementation of the Plan; and 30

WHEREAS; as the Plan is contemplated for an extensive period of time and as such 31 many unknown factors will necessitate that the Village Manager or designee be authorized 32 to revise the costs for the Program, from time to time as may be required; and 33

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the 34 Village of Skokie, as follows: 35

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<u>Section 1</u>: The above stated recitals are restated and incorporated herein as if stated in full and said recitals are deemed to be, and constitute, findings and determinations of the Mayor and Board of Trustees. The terms defined in the recitals are hereby adopted for the purposes of this Resolution.

6 <u>Section 2</u>: The Lead Line Replacement Program as outlined in the 'Private Side 7 Cost Sharing For Lead Service Line Replacement' Memo and presented to the Mayor and 8 Board of Trustees at the March 20, 2023 Village Board Meeting is hereby approved and 9 authorized.

10 <u>Section 3</u>: The Village Manager or designee are hereby authorized and 11 empowered to do all acts and to execute all documents and instruments as may be 12 necessary to execute the Lead Line Replacement Plan, mandated by Illinois Public Act 13 102-0613 and to carry out and comply with the provisions and intent of this Resolution or to 14 effectuate its purpose.

Section 4:	This Resolution shall take effect immediately upon its adoption.

**PASSED** this th day of April, 2023.

Ayes:

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Nays: Absent:

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24 Attest: 25

Village Clerk

Village Clerk

Approved by me this th day of April, 2023

Mayor, Village of Skokie

Page 2 of 2 #609762\_Res\_Authorizing\_Lead\_Line\_Replacement\_Program

#### Memorandum **Community Development Department**

TO:	John T. Lockerby, Village Manager	
FROM:	Dorunna Molu	
	Johanna Nyden, Community Development Director	
	y B D	
	dukel	
	Len Becker, Economic Development Manager	

DATE: March 29, 2023

TO:

#### SUBJECT: Hotel Project Promissory Note Public Private Partnership

Staff recommends board consideration for the approval of the Village Manager to issue a promissory note for \$4.5 million to assist the development and completion of the Downtown Skokie Homewood Suites by Hilton Hotel & Conference Center. The Village would be joining the general contractor, the developer, the lending institution, and potential other equity partners in bringing this project to completion. Challenging market factors such as significant cost escalations for construction materials, labor shortages, and fluctuating interest rates have impacted the project's finances. These development related industry challenges are acute across all sectors of real estate throughout the U.S. and have been further amplified by recent bank failures and turbulence in the capital markets.

The Village's commitment to the hotel and participation in the Public Private Partnership is of great importance. In response to current financial issues, it is being recommended that the Village Manager be given the authority to allocate and spend up to and not to exceed \$4.5 million to provide a loan for the project. The additional financial assistance is consistent and joins with other parties and investors in the project. The loan is critically important for the project to proceed as planned to meet a projected opening in 2024. Furthermore, the loan provides that the Village be held harmless from and against any and all damages, costs, expenses, and liability that may be incurred by the project.

The following are staff's recommendations and considerations for the Board:

- Village provides a loan of \$4.5 million from the Village's Economic Development Fund.
- The loan would yield a guaranteed return of 12% annually until repayment (\$540,000 • annually) is made.
- The loan would ensure the Village gets paid at the same time as equity partners (and before the developer) and would be secured against the property subordinated to the bank.
- The principal repayment could come at the point the construction debt is refinanced, potentially at the point of stabilization, or through operational revenue sharing once the hotel operations normalize.

The loan being recommended is in addition to the TIF commitment made by the Village of \$13.5 million, of which \$9.5 million has been expended to date. At this time, there are fewer TIF eligible expenses as the project's work is primarily new construction (an expense for which TIF is not eligible expense). It is estimated the Village's investment would net at minimum \$540,000 in returns (if repaid at refinancing); 50% of the returns on this investment could be dedicated to funding the implementation of Village's Environment Sustainability Plan initiatives or other Board priorities; 50% of the investment returns (as well as principal payments) would be directed back to the Economic Development Fund.

## HOTEL PROJECT PROMISSORY NOTE

\$4,500,000.00 Skokie, Illinois Date: \_\_\_\_\_, 2023 Maturity Date: \_\_\_\_\_, 2033

1. <u>AGREEMENT TO PAY</u>. For value received, \_\_\_\_\_\_, an Illinois limited liability company, (the "<u>Borrower</u>") hereby promises to pay to the order of VILLAGE OF SKOKIE, an Illinois municipal corporation, its successors and assigns (the "<u>Lender</u>"), the principal sum of FOUR MILLION FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$4,500,000.00) (the "<u>Loan</u>"), on or before the tenth anniversary of the date of this Note, or \_\_\_\_\_\_, 2033 (the "<u>Maturity Date</u>"), at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below, and any and all other amounts which may be due and payable hereunder or under any of the Loan Documents (as hereinafter defined) from time to time.

#### 2. INTEREST RATE.

2.1. <u>Interest Prior to Default</u>. Interest shall accrue on the outstanding principal balance of this Note from the date hereof through the Maturity Date at a per annum rate of interest equal to TWELVE PERCENT (12%) (the "Interest Rate").

2.2. <u>Interest After Default</u>. From and after the Maturity Date or upon the occurrence and during the continuance of an Event of Default, interest shall accrue on the unpaid principal balance during any such period at an annual rate (the "<u>Default Rate</u>") equal to five percent (5.00%) <u>plus</u> the Interest Rate; provided, however, in no event shall the Default Rate exceed the maximum rate permitted by law. The interest accruing under this section shall be immediately due and payable by the Borrower to the holder of this Note upon demand and shall be additional indebtedness evidenced by this Note.

2.3. <u>Interest Calculation</u>. If any payment to be made by the Borrower hereunder shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing any interest in respect of such payment.

#### 3. <u>PAYMENT TERMS</u>.

3.1. <u>Principal and Interest</u>. Payments of principal and interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, shall be made as follows:

(a) Commencing on the first anniversary of this Note, and continuing on each anniversary thereafter through and including the year in which the Maturity Date occurs, annual payments of interest only shall be due and payable

(b) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the Loan Documents shall be due and payable in full on the Maturity Date.

3.2. <u>Application of Payments</u>. Prior to the occurrence of an Event of Default, all payments and prepayments on account of the indebtedness evidenced by this Note shall be applied as

follows: (a) first, to fees, expenses, costs and other similar amounts then due and payable to the Lender, including, without limitation any late charges due hereunder, (b) second, to accrued and unpaid interest on the principal balance of this Note, (c) third, to any other amounts then due the Lender hereunder or under any of the Loan Documents, and (d) last, to the unpaid principal balance of this Note in the inverse order of maturity. Any prepayment on account of the indebtedness evidenced by this Note shall not extend or postpone the due date or reduce the amount of any subsequent monthly payment of principal and interest due hereunder. After an Event of Default has occurred and is continuing, payments may be applied by the Lender to amounts owed hereunder and under the Loan Documents in such order as the Lender shall determine, in its sole discretion.

3.3. <u>Method of Payments</u>. All payments of principal and interest hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as the Lender or the legal holder or holders of this Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the offices of the Lender at <u>5127 Oakton Street</u>, Skokie, IL 60077. Payment made by check shall be deemed paid on the date the Lender receives such check; provided, however, that if such check is subsequently returned to the Lender unpaid due to insufficient funds or otherwise, the payment shall not be deemed to have been made and shall continue to bear interest until collected. Notwithstanding the foregoing, the final payment due under this Note must be made by wire transfer or other immediately available funds.

3.4. <u>Late Charge</u>. If any payment of interest or principal due hereunder is not made within five days after such payment is due in accordance with the terms hereof, then, in addition to the payment of the amount so due, the Borrower shall pay to the Lender a "<u>late charge</u>" of five cents for each whole dollar so overdue to defray part of the cost of collection and handling such late payment. The Borrower agrees that the damages to be sustained by the holder hereof for the detriment caused by any late payment are extremely difficult and impractical to ascertain, and that the amount of five cents for each one dollar due is a reasonable estimate of such damages, does not constitute interest, and is not a penalty.

4. <u>SECURITY</u>. This Note is secured by that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of even date herewith, executed by the Borrower to and for the benefit of the Lender (the "<u>Mortgage</u>"), creating a mortgage lien on certain real property (the "<u>Premises</u>") legally described in <u>Exhibit "A"</u> attached to the Mortgage. This Note, the Mortgage, and any and all other document now or hereafter given to evidence or secure payment of this Note as such documents may hereafter be amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Loan Documents"). Reference is hereby made to the Loan Documents (which are incorporated herein by reference as fully and with the same effect as if set forth herein at length) for a statement of the covenants and agreements contained therein, a statement of the rights, remedies, and security afforded thereby, and all matters therein contained.

5. <u>EVENTS OF DEFAULT</u>. The occurrence of any one or more of the following events shall constitute an "<u>Event of Default</u>" under this Note:

(a) the failure by the Borrower to pay (i) any installment of principal or interest payable pursuant to this Note within five (5) days after the date when due, or (ii) any other amount payable to the Lender under this Note, the Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof; or

(b) the occurrence of any "Event of Default" under the Mortgage or any of the other Loan Documents.

6. <u>REMEDIES</u>. At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Note, and all unpaid interest accrued thereon and any other amounts due hereunder, shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, as provided in this Note, the Mortgage and in all of the other Loan Documents are cumulative and concurrent, and may be pursued singly, successively or together against the Borrower, the Premises and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Note or any part hereof, the Borrower promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

7. COVENANTS AND WAIVERS. The Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced hereby, expressly agree hereby to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisement privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) except as expressly provided in the Loan Documents, waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of the Borrower and each guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the Lender to any of them with respect hereto; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of the Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby. This provision is a material inducement for the Lender making the Loan to the Borrower.

#### 8. <u>GENERAL AGREEMENTS</u>.

8.1. <u>Business Purpose Loan</u>. The Loan is a business loan which comes within the purview of Section 205/4, paragraph (1)(c) of Chapter 815 of the Illinois Compiled Statutes, as amended. The Borrower agrees that the Loan evidenced by this Note is an exempted transaction under the Truth In Lending Act, 15 U.S.C., §1601, et seq.

8.2. <u>Time</u>. Time is of the essence hereof.

8.3. <u>Governing Law</u>. This Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Illinois, without regard to its conflict of laws provisions.

8.4. <u>Amendments</u>. This Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.

8.5. <u>No Joint Venture</u>. The Lender shall not be construed for any purpose to be a partner, joint venturer, agent or associate of the Borrower or of any lessee, operator, concessionaire or licensee of the Borrower in the conduct of its business, and by the execution of this Note, the Borrower agrees to indemnify, defend, and hold the Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by the Lender as a result of a claim that the Lender is such partner, joint venturer, agent or associate.

8.6. <u>Disbursement</u>. This Note has been made and delivered at Skokie, Illinois and all funds disbursed to or for the benefit of the Borrower will be disbursed in Skokie, Illinois.

8.7. <u>Severable Loan Provisions</u>. If any provision of this Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Borrower and the Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

8.8. Interest Limitation. If the interest provisions herein or in any of the Loan Documents shall result, at any time during the Loan, in an effective rate of interest which, for any month, exceeds the limit of usury or other laws applicable to the Loan, all sums in excess of those lawfully collectible as interest of the period in question shall, without further agreement or notice between or by any party hereto, be applied upon principal immediately upon receipt of such monies by the Lender, with the same force and effect as though the payer has specifically designated such extra sums to be so applied to principal and the Lender had agreed to accept such extra payment(s) as a premium-free prepayment. Notwithstanding the foregoing, however, the Lender may at any time and from time to time elect by notice in writing to the Borrower to reduce or limit the collection to such sums which, when added to the said first-stated interest, shall not result in any payments toward principal in accordance with the requirements of the preceding sentence. In no event shall any agreed to or actual exaction as consideration for this Loan transcend the limits imposed or provided by the law applicable to this transaction or the makers hereof in the jurisdiction in which the Premises are located for the use or detention of money or for forbearance in seeking its collection.

8.9. <u>Assignability</u>. The Lender may at any time assign its rights in this Note and the Loan Documents, or any part thereof and transfer its rights in any or all of the collateral, and the Lender thereafter shall be relieved from all liability with respect to such collateral. In addition, the Lender may at any time sell one or more participations in the Note. The Borrower may not assign its interest in this Note, or any other agreement with the Lender or any portion thereof, either voluntarily or by operation of law, without the prior written consent of the Lender

9. <u>NOTICES</u>. All notices required under this Note will be in writing and will be transmitted in the manner and to the addresses required by the Mortgage, or to such other addresses as the Lender and the Borrower may specify from time to time in writing.

10. <u>CONSENT TO JURISDICTION</u>. TO INDUCE THE LENDER TO ACCEPT THIS NOTE, THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS NOTE WILL BE LITIGATED IN COURTS HAVING SITUS IN SKOKIE, ILLINOIS. THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN COOK COUNTY, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE BORROWER AT THE ADDRESS STATED IN THE MORTGAGE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

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11. <u>WAIVER OF JURY TRIAL</u>. THE BORROWER AND THE LENDER (BY ACCEPTANCE OF THIS NOTE), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE OR (B) ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE LENDER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

12. WAIVER OF DEFENSES. OTHER THAN CLAIMS BASED UPON THE FAILURE OF THE LENDER TO ACT IN A COMMERCIALLY REASONABLE MANNER, THE BORROWER WAIVES EVERY PRESENT AND FUTURE DEFENSE (OTHER THAN THE DEFENSE OF PAYMENT IN FULL), CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE BORROWER MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE LENDER IN ENFORCING THIS NOTE OR ANY OF THE LOAN DOCUMENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

13. <u>CUSTOMER IDENTIFICATION - USA Patriot Act Notice; OFAC and Bank Secrecy</u> <u>Act</u>. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "<u>Act</u>"), and the Lender's policies and practices, the Lender is required to obtain, verify and record certain information and documentation that identifies the Borrower, which information includes the name and address of the Borrower and such other information that will allow the Lender to identify the Borrower in accordance with the Act. In addition, the Borrower shall (a) ensure that no person who owns a controlling interest in or otherwise controls the Borrower or any subsidiary of the Borrower is or shall be listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("<u>OFAC</u>"), the Department of the Treasury or included in any Executive Orders, (b) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act ("<u>BSA</u>") laws and regulations, as amended.

14. <u>EXPENSES AND INDEMNIFICATION</u>. The Borrower shall pay all costs and expenses incurred by the Lender in connection with the preparation of this Note and the Loan Documents,

including, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any affiliate or parent corporation of the Lender. The Borrower shall pay any and all stamp and other taxes, UCC search fees, filing fees and other costs and expenses in connection with the execution and delivery of this Note and the other instruments and documents to be delivered hereunder, and agrees to save the Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such costs and expenses. The Borrower also agrees to defend (with counsel satisfactory to the Lender), protect, indemnify and hold harmless the Lender, any parent corporation, affiliated corporation or subsidiary of the Lender, and each of their respective officers, directors, employees, attorneys and agents (each, an "Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and distributions of any kind or nature (including, without limitation, the disbursements and the reasonable fees of counsel for each Indemnified Party thereto, which shall also include, without limitation, reasonable attorneys' fees and time charges of attorneys who may be employees of the Lender or any parent or affiliated corporation of the Lender), which may be imposed on, incurred by, or asserted against. any Indemnified Party (whether direct, indirect or consequential and whether based on any federal, state or local laws or regulations, including, without limitation, securities, environmental laws and commercial laws and regulations, under common law or in equity, or based on contract or otherwise) in any manner relating to or arising out of this Note or any of the Loan Documents, or any act, event or transaction related or attendant thereto, the preparation, execution and delivery of this Note and the Loan Documents, the making or issuance and management of the Loan, the use or intended use of the proceeds of the Loan and the enforcement of the Lender's rights and remedies under this Note, the Loan Documents, any other instruments and documents delivered hereunder or thereunder, or under any other agreement between the Borrower and the Lender; provided, however, that the Borrower shall not have any obligation hereunder to any Indemnified Party with respect to matters caused by or resulting from the willful misconduct or gross negligence of such Indemnified Party. To the extent that the undertaking to indemnify set forth in the preceding sentence may be unenforceable because it violates any law or public policy, the Borrower shall satisfy such undertaking to the maximum extent permitted by applicable law. Any liability, obligation, loss, damage, penalty, cost or expense covered by this indemnity shall be paid to such Indemnified Party on demand, and failing prompt payment, together with interest thereon at the Default Rate from the date incurred by such Indemnified Party until paid by the Borrower, shall be added to the obligations of the Borrower evidenced by this Note and secured by the collateral securing this Note. This indemnity is not intended to excuse the Lender from performing hereunder. The provisions of this section shall survive the closing of the Loan, the satisfaction and payment of this Note and any cancellation of the Loan Documents. The Borrower shall also pay, and hold the Lender harmless from, any and all claims of any brokers, finders or agents claiming a right to any fees in connection with arranging the Loan. The Lender hereby represents that it has not employed a broker or other finder in connection with the Loan. The Borrower represents and warrants that no brokerage commissions or finder's fees are to be paid in connection with the Loan.

IN WITNESS WHEREOF, the BORROWER has executed and delivered this Promissory Note as of the day and year first above written.

By:	
Name:	
Title:	

an Illinois limited liability company

#### Memorandum **Corporation Counsel's Office**

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TO:	The Honorable Mayor and Board of Trustees
FROM:	that an a
	Michael M. Lorge, Corporation Counsel
DATE:	March 21, 2023

#### SUBJECT: April 3, 2023 Corporation Counsel's Report

#### \*A. Ordinance, Code Amendment, Chapter 18 - 11 and 18-39

Item A is on the consent agenda for second reading and adoption. The first reading was on March 7, 2023.

This ordinance will amend Chapter 18 of the Skokie Village Code by prohibiting platform feeders, utilized for nuisance species such as rats, mice and squirrels. It will also increase the number of dogs allowed in a single family residence to three (3) and in an multifamily dwelling such as an apartment or condo to two (2).

cc: Pramod Shah John Lockerby 1

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THIS ORDINANCE MAY BE CITED AS VILLAGE ORDINANCE NUMBER

23-04-C-

## AN ORDINANCE AMENDING CHAPTER 18, SECTIONS 18-11 AND 18-39, OF THE SKOKIE VILLAGE CODE PERTAINING TO ANIMALS

*WHEREAS*, Chapter 18 of the Skokie Village Code ("Code") provides for the regulation and control of animals; and

**WHEREAS**, Village staff from time to time review various sections of the Code. In many cases such a review is imitated by staff in an effort to resolve an issue that has arisen in the Village. Such is the case with the accessibility of feed for nuisance species such as rats, squirrels, raccoons, opossums and skunks; and

**WHEREAS**; traditional platform feeders, due to their design and placement on or near the ground, are accessible to nuisance species and have helped to create an impactful problem in the community; and

WHEREAS, the Village has observed an increase in nuisance species in recent years, especially rats. The number of rat cases received by the Village has increased since FY20, and the elimination of platform feeders is one of the many strategies the Village is utilizing to reduce the number of rat cases. Platform feeding on the ground has been identified as one of the top contributing factors with rats in each of the last three years; and

*WHEREAS,* the prohibition of Platform feeders as defined Section 18-11 (a) of the Code, is the simplest way to help curb the growth of nuisance species; and

WHEREAS, periodically the Village receives interest from residents for increasing the number of dogs allowed per household. Currently two (2) dogs are allowed in a singlefamily residence and one (1) is allowed in an apartment or condominium. A survey of sixteen (16) other Chicago-area municipalities showed that all those municipalities allowed three (3) or more dogs; and

WHEREAS, after internal discussions, which included staff from the departments of
 Health and Human Services and Police, it was determined that the safety, health or welfare
 of the community would not be compromised, but enhanced with the increase in the number
 of dogs allowed. Dogs are wonderful companion animals that increase a person's quality of
 life; and

WHEREAS, the Director of Health and Human Services and the Chief of Police have recommended to the Village Manager that both Sections 18-11 and 18-39 of the Code be amended to prohibit platform feeders intended for ground feeding species use and increase the limit on the number of dogs in a single- family residence to three (3) and in an apartment or condominium to two (2); and

- **WHEREAS**, the Village Manager recommended to the Mayor and Board of Trustees at a public meeting duly held on March 7, 2023, that Chapter 18, Sections 18-11 and 18-39 of the Code be amended accordingly; and
- *WHEREAS*, the Mayor and Board of Trustees at a public meeting duly held on March 7, 2023, concurred in the aforesaid recommendation of the Village Manager;

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and Board of Trustees of the Village of Skokie, Cook County, Illinois;

**Section 1:** That Chapter 18, Article I, Section 18-11 of the Skokie Village Code be and the same is hereby amended in the manner hereinafter indicated. The new material is **highlighted in bold** and the material to be deleted is struck through and highlighted.

- <sup>11</sup> Sec. 18-11. Feeding wildlife or birds.
- (a) Definitions. The following words, terms and phrases, when used in this section, shall have the
  meanings ascribed to them in this subsection, except where the context clearly indicates a
  different meaning:
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- *Platform feeder* means feeders designed for the open placement of feed generally intended for
  consumption by ground-feeding species.
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. . .

- (b) Ground feeding prohibited. All feed must be placed within an approved container, receptacle or
  feeder designed for the feeding of wild/feral mammals and/or birds and as defined in this section.
  Platform feeders as defined in Section 18-11 (a) are prohibited.
- c) *Number of feeders*. The maximum number of feeders per residential or business/commercial lot
  shall be as follows:

Type of Feeder	Quantity Allowed
Hanging feeders	4
Suet feeders	2
Water dispensers	2
Platform Hanging Bird feeders	1
Hummingbird feeders	No limit

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27 (e) Platform feeders.

. . .

- 28 (1) A maximum total of 1 pound of feed shall be present on any platform type feeder.
- 29 (2) A minimum 1-inch-high lip shall encompass all platform feeders.

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(3) All unused food product shall be removed from platform feeders prior to sunset each day, except for platform feeders designed with a tightly closing cover to prevent access. Platform feeders designed with such a cover shall be covered prior to sunset each day.

(fe) Location of feeders. All feeders must be located at least 5 feet inside property lines.

(gf) *Prevention of nuisance.* Unused food product, food waste and animal droppings shall not be allowed to accumulate and become foul, putrid, offensive in odor or an attractant to **nuisance species,** rodents, <del>vermin</del> or insects.

**Section 2:** That Chapter 18, Article II, Section 18-39 of the Skokie Village Code be and the same is hereby amended in the manner hereinafter indicated. The new material is **highlighted in bold** and the material to be deleted is struck through and highlighted.

Sec. 18-39. - Maximum number of dogs and cats.

No person shall allow or permit more than **23** dogs and more than 4 cats, whether licensed or not, to be or remain in or about any single-family residence, building or lot, or more than **42** dogs and more than 2 cats in any single-family apartment or condominium, within the Village under such person's control, at any 1 time, except in veterinary hospitals, pet shops and pounds.

**Section 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this th day of April, 2023.

Ayes:

Nays: Absent:

Attested and filed in my office this st day of April, 2023; and published in pamphlet form according to law from April , 2023 to April , 2023 Village Clerk

Approved by me this th day of April, 2023.

Mayor, Village of Skokie

Village Clerk

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