

#### MONDAY, MAY 1, 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, April 17, 2023.
- \* 5. Approve Voucher List #24-FY23 of May 1, 2023.
- 6. Proclamations and Resolutions.
  - A. Proclamation
    - \* ALS Awareness Month May 2023
    - \* Jewish American Heritage Month May 2023
    - \* Older Americans Month May 2023

**Employee Recognition** 

Building Safety Month - May 2023

- 7. Recognition, Awards and Honorary Presentations.
- 8. Appointments, Reappointments and Resignations.
  - \* A. Appointments

Performing Arts Center Board: Ronnie Berk Zoning Board of Appeals: David Putrus

\* B. Reappointments

Board of Fire & Police Commission: Bruce Rottner

Board of Health: Sibyl Yau as Vice Chair and Dr. Edward Linn as Chair

\* C. Resignation

Economic Development Commission: David Putrus

- 9. Presentations and Reports.
- 10. Report of the Village Manager.
  - \* A. Purchase of Two Street Department Dump Trucks Replacement and One Dump Body Replacement Lindco Equipment, Merriville, Indiana \$653,287.
  - \* B. Excess Liability Coverage for Fiscal Year 2024 Marsh/Allied World Assurance Company.
  - \* C. Adoption of Ratified FOP Contract.
  - \* D. Purchase of One Fire Department Ford Expedition Max Community Ford, Bloomington, Indiana \$59,8025.25.
  - \* E. Purchase of One Water and Sewer Division EV Full-Size Van National Auto Fleet Group, Watsonville, California \$59,255.
    - F. Request for Executive Session.
- 11. Report of the Corporation Counsel.

CONSENT:

\* A. An ordinance amending Chapter 22 of the Skokie Village Code pertaining to building construction and fire safety. Item **A** is on the consent agenda for second reading and adoption. The first reading was on March 7, 2023.

- 12. Unfinished Business.
  - A. Plan Commission Report Affordable Housing Policy
- 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.

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, April 17, 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 Pure Slovin

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 Monday, April 3, 2023. Omnibus vote.

\*Approve Voucher List #23-FY23 of April 17, 2023. Omnibus vote.

#### Proclamations and Resolutions.

\*A. Proclamation

Arbor Day - April 28, 2023

Omnibus vote.

#### Recognition, Awards and Honorary Presentations.

Award Presentation

Block Party of the Year Awards presented by Maria Monastero Bueno, Chair, Human

Relations Commission. Awards were presented to:

8300 block of Kolmar (Madison St. to Main St.)

George and Park "George-A-Palooza (George Ave & Park Ave.)

8000-8100 blocks of Lowell (Oakton to Keeney)

#### Appointments, Reappointments and Resignations.

\*A. Appointments

Beautification & Improvement Commission: Mike Madalinski

#### \*B. Resignations

Board of Health: Dr. Michael Drachler (Emeritus)

Consumer Affairs Commission: Joanne Haeberlin (Chair)

#### Omnibus vote.

Mayor Van Dusen requested that the Corporation Counsel's report be taken before the Report of the Village Manager's report.

Trustee Robinson left after the Corporation Counsel's report.

#### Report of the Corporation Counsel.

CONSENT:

#### \*A. Ordinance 23-4-Z-4642

Motion to adopt an ordinance granting Site Plan approval for demonstration project planned development at 8610 Niles Center Road, Skokie, Illinois, in an R4 Multifamily Residential District and various relief from Chapter 118 of the Skokie Village Code.

Omnibus vote.

#### Meeting of the Mayor and Board of Trustees Monday, April 17, 2023 Page Two

#### FIRST READING:

B. A memorandum proposing early intervention in Hate Crimes; a program to identify and assess data of bias and hate incidents as an indicator of future hate crimes.

Corporation Counsel Lorge, Trustees Khoeun and Trustee Robinson conducted research using experts throughout the United States and from this information presented a Program which will use data collected in the Village concerning Bias and Hate incidents to anticipate and intervene on potential Hate Crimes.

Trustees Khoeun and Robinson motioned to approve an additional \$2500 to the Human

Relations Commission's budget to support their participation in this initiative.

Moved: Trustee Khoeun Seconded: Trustee Robinson

Ayes: Sutker, Robinson, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen Nays: None.

Nays: None. Absent: None.

MOTION CARRIED

#### Report of the Village Manager.

\*A.Self-Contained Breathing Apparatus (SCBA) Equipment Purchase – Air One Equipment, Inc., South Elgin, Illinois - \$787,869.

Motion to award a contract to Air One Equipment Inc., South Elgin, IL in the amount of \$787,869 for a Self-contained breathing apparatus (SCBA) equipment purchase.

Omnibus vote.

\*B.5" Sidewalk/Curb & Gutter/PCC Patching/New Sidewalk – Schroeder and Schroeder, Inc., Skokie, Illinois - \$624,168,43.

Motion to award a contract to Schroeder and Schroeder, Inc., Skokie, IL in the amount of \$624,168.43 for 5" sidewalk/curb & gutter/PCC Patching/new sidewalk.

Omnibus vote.

\*C.Resolution for Extension of Time for Permit Submittal for Linder Touhy LLC. Resolution 23-4-R-1551

Motion to approve a Resolution granting an extension of time pursuant to Chapter 118-10 of the Village Code regarding the site plan approved for 5404-5440 Touhy and 7235 Linder Avenue. **Omnibus vote.** 

\*D.2023 Crack Sealing Services – Patriot Pavement Maintenance, Des Plaines, Illinois – \$40,000.

Motion to award a contract to Patriot Pavement Maintenance, Des Plaines, IL in the amount of \$40,000.

#### Omnibus vote.

\*E. North Shore Center for the Performing Arts in Skokie Service Door Retrofit – Via Meridiana Contractors LLC, Darien, Illinois - \$59,996.67.

Motion to award a contract to Via Meridiana Contractors LLC, Darien, IL in the amount of \$59,996.67 for North Shore Center for the Performing Arts in Skokie-service door retrofit. Omnibus vote.

#### Request for Executive Session.

Motion to approve the request for an Executive Session of the Village Manager pursuant to Section 2, Paragraph C.2 of the State of Illinois Open Meetings Act at the end of the regular meeting and to adjourn therefrom.

Moved: Trustee Sutker Seconded: Trustee Khoeun Ayes: Sutker, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen

Nays: None. Absent: Robinson. MOTION CARRIED

#### Plan Commission.

A. <u>Plan Commission Case</u> – Affordable Housing Policy Recommendations Presentation (This item will also be scheduled for discussion during the Village Board Meeting on May 1, 2023).

The Village supports providing affordable and attainable housing for all who seek to live in Skokie and remains consistent with the Village's Consolidated Plan that the Village will, "Ensure housing is affordable, accessible, and sustainable."

Johanna Nyden, Community Development Director presented a power point presentation on the background on Skokie Community for Affordable Housing, This included Skokie's Demographics and Housing background, housing median income, race & ethnicity. These are the following goal-based framework that expands this policy recommendation: Goal A: Study and assess the ongoing supply and demand for inclusive affordable housing in Skokie;

Goal B: Preserve, protect, and improve Skokie's existing affordable housing to be accessible and sustainable.

Goal C: Reduce "jobs/housing mismatch" and ensure that housing is available to all of Skokie's workers,

Goal D; Create new opportunities to increase Skokie's supply of affordable housing and Community Development Director Nyden spoke about the Draft Affordable housing framework.

Amount of units required in new development.

Income level limits required in new developments

Fee-in-lieu option

Relief or incentives offered for on-site unit

Goal E: Support local and region-wide partner efforts to promote and expand fair housing

Community Director Nyden answered questions from the Board.

#### Public Comments.

Bonnie Ognisanti, supervisor for Niles Township Government,

Gail Schechter, Shelly Patt, Jasmine Sabaggalla, from Skokie Neighbors for Housing Justice, Shelley Patt, Charlie Sax, Cathy White, Gerry Wasserman, Carrie Bradean, spoke about an inclusionary zoning ordinance, a Housing Commission, a comprehensive housing policy, long term strategy, outreach, increase the required percentage of on-site units from 5-10 to 15%.

Mathew Gliebe spoke about code enforcement, current rental units-landlords, maintenance and improvements and land trusts.

Lauren Grodnicki presented a Case Study on an 18 unit 100 year building and the costs to live there.

Trustee Johnson was also in favor of a Housing Committee.

Everyone thanked the Plan Commission for the recommendations on an Affordable Housing policy for Skokie.

One-Year Action Plan for Community Development Block Grant Program Year 2023

Justin Malone, Neighborhood & Housing Coordinator/CDBG Administrator presented the Action Plan.

HUD regulations require that public input to the Action Plan be sought through a legal notice, making a draft of the plan available to the public and conducting a public hearing. at the Board of meeting on Monday, April 17. The upcoming CDBG projects and activities and activities were also the subject of public hearings in December, January, and February, therefore any public feedback during that period will be collaborated.

#### **Funding Reward Amounts**

VOS-Program Administration and Planning (20% cap): \$72,507 Public Services (15% cap): \$82,898 VOS-Social Worker: \$30,898 AHS Family Health Center (affordable dental services): \$20,000 Metropolitan Family Services (mental health services): \$10,000 PEER Services, Inc (substance abuse outreach and treatment): \$12,000 North Shore Senior Center (case management/counseling services for seniors): \$10,000 Eligible Construction Projects (No cap): \$397,251 VOS-Home Improvement Program: \$80,945 VOS-Neighborhood Enhancement Program: \$80,800

#### 13647

#### Meeting of the Mayor and Board of Trustees Monday, April 17, 2023 Page Four

VOS-Street Resurfacing (low-to-moderate-income blocks): \$185,300

VOS-50/50 Sidewalk Program: \$2,900

Turning Point (window replacement project at 8324 Skokie Blvd): \$14,156

SHORE Community Services Inc. (variable air volume (VAV) boxes at 8350 Laramie Ave & community home

kitchen remodel projects at 4324 Church St ): \$33,150

TOTAL: \$552,656 PY23 Funding

Motion to accept Staff's recommendation for the one year action Plan for Community Development Block Grant Program Year 2023.

Moved: Trustee Sutker

Seconded: Trustee Khoeun

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

Nays: None. Absent: Robinson. MOTION CARRIED

Public Comments by email.

Jerome Brozek- 1st email-operation of democracy in the Village of Skokie, Village Board Meetings, One Party Rule. 2nd email-Open Meetings Act., 3rd email- Ethics complaint. Noreen Winningham-securing Affordable Housing in Skokie.

Trustee Khoeun spoke about the Cambodian genocide April 17, 1975, to January 7, 1979. The Khmer Rouge perpetrated one of the greatest crimes of the 20th century. Nearly two million people died under the rule of the fanatical Communist movement, which imposed a ruthless agenda of forced labor, thought control, and mass execution on Cambodia. Trustee Pure Slovin spoke about atrocity of the Holocaust Remembrance Day and the hateful acts and mass murder of Jewish people under the German Nazi regime during the period 1941-5. More than 6 million European Jews, as well as members of other persecuted groups such as Romani, gay people, and disabled people, were murdered at concentration camps.

Elline Eliasoff, resident of Skokie spoke about many qualities living in Skokie-Park District, Library, schools, taxes, services, Fire Department, Police Department and Health Department. She told Trustee Johnson to stop bullying attack on her and her family, false remarks, and division of Board members.

#### Adjournment.

Motion to adjourn at 9:20 p.m.

Moved: Trustee Sutker Seconded: Trustee Klein Ayes: Sutker, Khoeun, Johnson, Pure Slovin, Klein and Mayor Van Dusen

Nays: None. Absent: Robinson. MOTION CARRIED

Pramod Shah Village Clerk

Approved:
Mayor Van Dusen

A Closed Session was held in the main floor conference room at 9:14 pm. Those present were Mayor Van Dusen, Clerk Shah, Trustees Sutker, Khoeun, Johnson, Pure Slovin, Klein, Manager Lockerby, Assistant Manager Wyatt, and Corporation Counsel Lorge. The meeting ended at 9:24 p.m.

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.

FUND	<u>AMOUNT</u>
001 - GENERAL FUND	\$ 1,430,505
002 - WATER FUND	35,413
003 - MOTOR FUEL TAX FUND	68,193
008 - COMMUNITY DEVELOPMENT BLOCK	17,230
013 - CASH ESCROW FUND	14,700
014 - TIF SCIENCE & TECH	127,003
017- CTA PARKING LOT FUND	102
018 - WIRELESS ALARM FUND	6,600
020 - CAPITAL PROJECTS FUND	167,410
022 - CASUALTY SELF INSURANCE	85,549
025 - ECONOMIC DEVELOPMENT FUND	100
138 - 2016A REFUNDING BONDS	750
144 - OLD ORCHARD BUSINESS DISTRICT	188,431
ALL FUNDS TOTAL	\$ 2,141,985

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
107411	04/17/2022	418 ADDIANT INC	TABLE TUDOW/CARDVING CAST FOR EVENTS, SUSTEMA	\$ 250.93
197411 197601	04/12/2023 04/19/2023	4IMPRINT INC ABC CONSTRUCTION AND HEATING INC	TABLE THROW/CARRYING CAST FOR EVENTS -SHELTON REIMBURSEMENT FOR DAMAGED SEWER LINE	22,000.00
197807	04/12/2023	ABT	BOSCH DISHWASHER	939.00
197805	03/31/2023	ACE HARDWARE	MISC. TOOLS AND HARDWARE	229.31
197569	04/18/2023	ACTION TARGET INC	BRONZE LEVEL MAINTENANCE 2/INSTALL -ODESHOO	503.68
197824	04/25/2023	ADAMS MEMORIALS & GIFTS	20 ENGRAVED BRICKS	500.00
197752	04/24/2023	AERICO INC	UPS BATTERY REPLACEMENT FOR GALAXY PW 150KVA	23,927.35
197706	04/21/2023	AFFORDABLE OPENERS	GATE MODULES	1,003.32
197698	04/20/2023	AIR ONE EQUIPMENT INC	CLOTHING, DRY GOODS, NOTION,	818.00
197436	04/13/2023	AIR ONE EQUIPMENT INC	TRAINING EQUIPMENT	90.00
197251	04/08/2023	AIR ONE EQUIPMENT INC	AIR ONE HELMETS AND GLOVES	2,015.00
197252	04/08/2023	AIR ONE EQUIPMENT INC	AIR ONE HELMETS AND GLOVES	3,460.00
197767	04/25/2023	AL WARREN OIL CO. INC.	UNLEADED GAS	23,057.30
197570	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @PW	345.00
197571	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @ VH	305.00
197572	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @PD	465.00
197573	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @STATION 16	170.00
197574	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @STATION 17	205.00
197575	04/18/2023	ALLEGIANT FIRE PROTECTION LLC	BI-MONTHLY INSPECTION @STATION 18	170.00
197179	04/05/2023	ALLEN THENNES	GEAR REPLACEMENT	173.00
197393	04/12/2023	AMAZON CAPITAL SERVICES	SPRINGS FOR TOMMY GATE ON 73	48.40
197399	04/12/2023	AMAZON CAPITAL SERVICES	RING DOORBELL FOR BEAT MEETINGS -SHELTON	69.99
197403	04/12/2023	AMAZON CAPITAL SERVICES	CHAIN SAW BARS FOR STREETS FOR POLE SAWS	53.08
197404	04/12/2023	AMAZON CAPITAL SERVICES	SUPPLIES FOR BIKE SAFETY EVENT -SHELTON	279.37
197410	04/12/2023	AMAZON CAPITAL SERVICES	MIRROR GLAZE QUICK DETAILER -CATALA	45.33
197415	04/12/2023	AMAZON CAPITAL SERVICES	COLLAPSIBLE TRAFFIC CONES -MALTESE	968.81
197416	04/12/2023	AMAZON CAPITAL SERVICES	HEAVYWEIGHT POLYPROPYLENE STRAPPING -MALTESE	21.32
197493	04/14/2023	AMAZON CAPITAL SERVICES	METAL STORAGE CABINET	295.87
197496	04/14/2023	AMAZON CAPITAL SERVICES	1/2" IMPACT WRENCH	329.00
197534	04/17/2023	AMAZON CAPITAL SERVICES	ADDITIONAL ITEMS FOR BUDGET HEARINGS	186.68
197535	04/17/2023	AMAZON CAPITAL SERVICES	CABLE FOR MEDIA OFFICE	4.99
197544	04/17/2023	AMAZON CAPITAL SERVICES	MISCELLANEOUS ITEMS FOR ENGINEERING	54.42
197564	04/18/2023	AMAZON CAPITAL SERVICES	CONFRENCE ROOM CAMERA	1,167.99
197565	04/18/2023	AMAZON CAPITAL SERVICES	FPB IPAD CHARGING STATION	74.26
197566	04/18/2023	AMAZON CAPITAL SERVICES	PRINTER TONER	442.74
197548	04/18/2023	AMAZON CAPITAL SERVICES	SELF INKING RECEIVED DATE STAMP (FOR PRINT SHOP)	17.45
197555	04/18/2023	AMAZON CAPITAL SERVICES	KITCHEN SUPPLIES	19.97
197557	04/18/2023	AMAZON CAPITAL SERVICES	ELECTRICAL CORD ENDS	159.31
197558	04/18/2023	AMAZON CAPITAL SERVICES	STATION TOWELS	274.52
197560	04/18/2023	AMAZON CAPITAL SERVICES	SCANNER FOR QUARTERMASTER	419.99
197604	04/19/2023	AMAZON CAPITAL SERVICES	DC POWER SUPPLIES -BARKHOO	43.59
197583	04/18/2023	AMAZON CAPITAL SERVICES	UNIFORM TACTICAL BOOTS -KLAMERUS	124.95
197586	04/18/2023	AMAZON CAPITAL SERVICES	UA TACTICAL WHITE T-SHIRTS -LIBIT	93.70
197593	04/18/2023	AMAZON CAPITAL SERVICES	BINDERS, SHEET PROTECTORS, TABS	58.38

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
197595	04/18/2023	AMAZON CAPITAL SERVICES	ANIMAL RELOCATION FOR DISASTER ITEMS	268.21
197596	04/18/2023	AMAZON CAPITAL SERVICES	RECTANGULAR STORAGE CONTAINERS -MALTESE	61.75
197598	04/19/2023	AMAZON CAPITAL SERVICES	SUPPLIES (FLATWARE)	379.07
197675	04/20/2023	AMAZON CAPITAL SERVICES	VECTOR GRANT PURCHASE	183.80
197625	04/19/2023	AMAZON CAPITAL SERVICES	COOLING DEVICE FOR K9 CAR -LIEBAU	59.77
197626	04/19/2023	AMAZON CAPITAL SERVICES	POST-IT NOTES SUPPLIES	22.49
197627	04/19/2023	AMAZON CAPITAL SERVICES	MICROFIBER TOWELS -CATALA	49.99
197628	04/19/2023	AMAZON CAPITAL SERVICES	HP 206X TONER	314.67
197629	04/19/2023	AMAZON CAPITAL SERVICES	FITNESS EQUIPMENT/SUPPLIES -RUSSELL	870.50
197630	04/19/2023	AMAZON CAPITAL SERVICES	COFFEE FOR TRAINING ROOM -KANE	88.60
197631	04/19/2023	AMAZON CAPITAL SERVICES	IPAD CASE	93.00
197632	04/19/2023	AMAZON CAPITAL SERVICES	FITNESS EQUIPMENT/SUPPLIES -RUSSELL	152.78
197633	04/19/2023	AMAZON CAPITAL SERVICES	FITNESS EQUIPMENT/SUPPLIES -RUSSELL	32.99
197610	04/18/2023	AMAZON CAPITAL SERVICES	AWARDS PLAQUE (SFD)	216.60
197636	04/19/2023	AMAZON CAPITAL SERVICES	KITCHEN SUPPLIES	269.93
197640	04/19/2023	AMAZON CAPITAL SERVICES	KITCHEN BUG LIGHTS	816.00
197642	04/19/2023	AMAZON CAPITAL SERVICES	UNIFORM BASE TSHIRTS -CIANCHETTI	40.00
197643	04/19/2023	AMAZON CAPITAL SERVICES	USB HUBS	227.94
197647	04/19/2023	AMAZON CAPITAL SERVICES	DRINKING CUPS	69.00
197779	04/25/2023	AMAZON CAPITAL SERVICES	LIQUID PROTECTANT -CATALA	60.72
197780	04/25/2023	AMAZON CAPITAL SERVICES	NIGHT SIGHTS -KLAMERUS	52.99
197705	04/21/2023	AMAZON CAPITAL SERVICES	AMAZON SAFETY	191.70
197712	04/21/2023	AMAZON CAPITAL SERVICES	FILE HOLDERS & DEPOSIT BAGS -MALTESE	578.97
197733	04/24/2023	AMAZON CAPITAL SERVICES	PIPE WRAP TAPE	65.28
197737	04/24/2023	AMAZON CAPITAL SERVICES	USB ACTIVE REPEATER CABLE	86.99
197738	04/24/2023	AMAZON CAPITAL SERVICES	CHAIN SAW ACCESSORIES	174.05
197740	04/24/2023	AMAZON CAPITAL SERVICES	SHELVING STATION 16	239.75
197741	04/24/2023	AMAZON CAPITAL SERVICES	STATUS MONITORS	487.97
197819	04/25/2023	AMAZON CAPITAL SERVICES	MISC CLEANING STORAGE ITEMS	219.29
197847	04/17/2023	AMAZON CAPITAL SERVICES	TONER	233.78
197850	04/11/2023	AMAZON CAPITAL SERVICES	ENVELOPES FOR CLERK	133.54
197853	04/11/2023	AMAZON CAPITAL SERVICES	LABELS	19.99
197854	04/11/2023	AMAZON CAPITAL SERVICES	POLY BAGS FOR MARKETING	22.69
197811	04/25/2023	AMAZON CAPITAL SERVICES	IPAD CASE AND STYLUS	205.89
197446	04/13/2023	ANDERSON ELEVATOR CO	APRIL MONTHLY MAINT	227.00
197423	04/13/2023	ANDY FRAIN SERVICES, INC.	CROSSING GUARD SERVICES -MARCH 2023	27,526.01
197323	04/11/2023	ANIMAL MEDICAL CENTER	ANIMAL CONTROL FEES -FEBRUARY 2023	109.73
197584	04/18/2023	ANIMAL MEDICAL CENTER	ANIMAL CONTROL FEES -MARCH 2023	747.98
197759	04/24/2023	ATHENA TECHNOLOGY SOLUTIONS LLC	PROXIMITY ACCESS TOTAL PROJECT INVESTMENT	580.00
197760	04/24/2023	ATHENA TECHNOLOGY SOLUTIONS LLC	QUOTE 3 PROXIMITY ACCESS	7,155.00
197761	04/24/2023	ATHENA TECHNOLOGY SOLUTIONS LLC	VILLAGE HALL	6,600.00
197762	04/24/2023	ATHENA TECHNOLOGY SOLUTIONS LLC	QUOTE 4 PROXIMITY ACCESS	4,000.00
197600	04/19/2023	BAS 2 DEVELOPMENT LLC	REIMBURSEMENT OF 2022 PROPERTY TAXES PER DEVELOPMENT AGREEMENT	105,002.86
197653	04/19/2023	BERG & BERG	PARKING ENFORCEMENT HEARING	525.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
407700	00/04/0000	DUE COOSE DUE SUIS DO DE U	ENGLOVEE WICHDANGE CLANG	1,031,230.25
197703	03/31/2023	BLUE CROSS BLUE SHIELD OF IL	EMPLOYEE INSURANCE CLAIMS	1,051,230.25
197711	04/21/2023	BLUE PEARL VETERINARY PARTNERS BREACHING TECHNOLOGIES INC	4/12 APPROVED PITBULL TREATMENT -MOERSFELDER WASP RAM FOR THE BED OF VEHICLE #341 -OROZCO	403.25
197710	04/21/2023		HYBRID SERVICE & DIAGNOSTIC CLINIC	553.00
197659 197602	04/20/2023 04/19/2023	BUMPER TO BUMPER CALIBRE PRESS	FINDING THE LEADER IN YOU COURSE -GARCIA	359.00
197602	04/19/2023	CALIBRE PRESS	FEMALE ENFORCERS COURSE -HERRERA, GONZALEZ, VAZQUEZ	1,077.00
197829	04/14/2023	CAMBRIDGE BUSINESS FORMS INC	FINANCE ENVELOPES	1,838.00
197540	04/17/2023	CARBON DAY EV CHARGING	EV CHARGING STATION	13,776.00
197471	04/13/2023	CDW GOVERNMENT INC	REPLACEMENT PRINTER - REC SUPERVISOR	337.66
197788	03/16/2023	CDW GOVERNMENT INC	HP PRINTER	1,063.28
197666	04/20/2023	CENTER FOR ENRICHED LIVING	CDBG GRANT PY22 5.2 Q1,2,4	2,250.00
197702	04/21/2023	CERTASUN LLC	BD BOND REFUND-8150 FLORAL AVE	300.00
197506	04/14/2023	CERTASUN LLC	BD BOND REFUND-8624 ST. LOUIS AVE	300.00
197507	04/14/2023	CHICAGO COMMUNICATIONS LLC	GS250 BOGEN 250 WATT AMPLIFIER	1,351.97
197469	04/13/2023	CHICAGO METROPOLITAN FIRE PREVENTN	WIRELESS ALARM MAINT MARCH 2023	3,848.00
197458	04/13/2023	CHICAGOLAND GARAGE BUILDERS	BD BOND REFUND-4836 BIRCHWOOD AVE	500.00
197594	04/18/2023	CHRISTENSEN ANIMAL HOSPITAL	MEDICAL/BOARDING FOR 2 CANINES	815.96
197488	04/14/2023	CINTAS CORPORATION #22	UNIFORM SERVICE	107.97
197440	04/13/2023	CITY OF CHICAGO	NONMETERED BILL APR 2023-JUNE 2023	1,280.03
197561	04/18/2023	CITY WELDING SALES & SERVICE INC	MC WIRE 33 LB SPOOL	193.80
197634	04/19/2023	CLAIM MANAGEMENT CONSULTANTS LLC	REPLENISHMENT OF ACCT THRU 4 15 23	62,484.35
197655	04/20/2023	COMED	O EAST PRAIRIE RD LITE RT/23 E PRAIRIE & ST. LOUIS	20,228.98
197656	04/20/2023	COMED	O W BBB AVE LITE RT/25, N LINCOLN	17,131.81
197603	04/19/2023	COMED	ELECTRIC SERVICE	1,245.68
197441	04/13/2023	COMED	8157 CENTRAL PARK AVE STATION #17	36.45
197390	04/04/2023	COMED	ELECTRICITY-5001 DEMPSTER STREET PK LOT	101.57
197523	04/17/2023	COMED	O NILES AVE LITE & SEARLE PAKWY	200.39
197524	04/17/2023	COMED	9990 SKOKIE BLVD	647.55
197525	04/17/2023	COMED	5019 CAROL ST LITE RT/25	14.23
197526	04/17/2023	COMED	LITE METER, GOLF RD O SKOKIE BLVD	394.63
197527	04/17/2023	COMED	5127 OAKTON ST	662.64
197528	04/17/2023	COMED	LITE 8000 LOCKWOOD AVE	422.28
197529	04/17/2023	COMED	CONTR 4536 OAKTON ST	348.56
197531	04/17/2023	COMED	LITE & LINCOLN #1 8350 LINCOLN AVE	6.21
197532	04/17/2023	COMED	CONTR #2/STREET LIGHT 8350 LINCOLN AVE	117.48
197533	04/17/2023	COMED	8001 NILES AVE	359.39
197536	04/17/2023	COMED	7949 LINCOLN AVE	301.95
197537	04/17/2023	COMED	KISS & RIDE 8150 SKOKIE BLV	128.05
197768	04/25/2023	COMPASS MINERALS	BULK ROCK SALT	3,644.45
197769	04/25/2023	COMPASS MINERALS	BULK ROCK SALT	10,828.98
197770	04/25/2023	COMPASS MINERALS	BULK ROCK SALT	15,901.73
197771	04/25/2023	COMPASS MINERALS	BULK ROCK SALT	8,974.50
197728	04/24/2023	CONTOUR LANDSCAPING INC	POLICE STATION LANDSCAPE MAINTENANCE	1,226.00
197729	04/24/2023	CONTOUR LANDSCAPING INC	CTA SKOKIE BLVD/OAKTON LNDSCP & STRT SCP MAINTENANCE JULY 22 - JUN23 - NO MULCH	2,827.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
407724	04/24/2022	CONTOUR LANDSCARING INC	CTA DENABETED INDECD & STOT COD MAINTENANCE. NO MILLICIA	2,772.00
197731 197732	04/24/2023	CONTOUR LANDSCAPING INC	CTA DEMPSTER LNDSCP & STRT SCP MAINTENANCE - NO MULCH EAST INDUSTRIAL MAINTENANCE JUL 22 - JUL 23	4,621.00
197732	04/24/2023 04/25/2023	CONTOUR LANDSCAPING INC CONTOUR LANDSCAPING INC	S/E INDUSTRIAL MAINTENANCE JUL 22 - JUL 23 S/E INDUSTRIAL LANDSCAPE MAINTENANCE (AP 1 OF 3)	1,427.00
	, ,		MONTHLY MAINT SE INDUSTRIAL AREA (AP 2 OF 3)	304.00
197821	04/25/2023	CONTOUR LANDSCAPING INC		2,835.00
197822	04/25/2023 04/25/2023	CONTOUR LANDSCAPING INC CONTOUR LANDSCAPING INC	MONTHLY MAINT SE INDUSTRIAL AREA ( AP 3 OF 3)  MONTHLY MAINT FOR FIRE DEPARTMENTS	1,560.00
197814				6,167.00
197817	04/25/2023	CONTOUR LANDSCAPING INC	MONTHLY MAINTENANCE - CRAWFORD MEDIANS FUEL FILTERS	269.16
197491 197783	04/14/2023	CUMMINS NPOWER LLC	BEAUTIFICATION SUPPLIES	57.52
	04/25/2023	DALYA HOROWITZ	TIU SUPPLIES -GARCIA	126.00
197825	04/25/2023	DANIEL DEFENSE LLC		479.20
197674 197452	04/20/2023 04/13/2023	DEREK KORZUN DOUGLAS BENNETT	CLOTHING DRY GOODS NOTIONS REIMBURSEMEN FOR OPTIC -BENNETT	404.99
197267				2,661.90
197726	04/10/2023	EASTERN FIRE EQUIPMENT SERVICES CO	CUTTER'S EDGE SAW REPLACEMENT PARTS & CHAINS REIMBURSEMENT FOR WORK BOOTS & MAGAZINES -ZAHN	2,001.90
197453	04/21/2023	EDWARD ZAHN ELEVATOR INSPECTION SERVICES	ELEVATOR INSPECTION 4711 GOLF	200.00
197454	04/13/2023 04/13/2023	ELEVATOR INSPECTION SERVICES	ELEVATOR INSPECTION 4711 GOLF ELEVATOR INSPECTION AT 5215 OAKTON	100.00
197451	04/13/2023		ELEVATOR INSPECTION	50.00
		ELEVATOR INSPECTION SERVICES EMS HOLDINGS	SAMPSON STRAPS	368.12
197472 197823	04/14/2023 04/25/2023	ENTENMANN ROVIN COMPANY	RETIREMENT BADGE FOR SGT. LIEBAU	217.00
197823		EQUIFAX INFORMATION SVCS LLC		82.08
	04/21/2023		LOCAL CREDIT REPORT & ANCILLIARY SERVICES -APR 2023	298.28
197585 197723	04/18/2023	EVIDENT INC	FINGERPRINT SUPPLIES -MIURA	25.00
	04/21/2023	EWA HOZNER	REIMBURSMENT FOR CIVILIAN PANTS & SHIRT (NORTAF)	698.00
197735	04/24/2023	FITNESS FACTORY OUTLET	OLYMPIC GRIP SET	
197605	04/19/2023	FLOCK GROUP INC	FLOCK CAMERA PROJECT -PAWLAK	19,950.00 234.00
197504	04/14/2023	FRANCOTYP-POSTALIA INC	POSTBASE METER	
197541	04/17/2023	G & M TRUCKING INC	CA-7 STONE	28,172.23
197398	04/12/2023	G & M TRUCKING INC	FA-2 SAND & DIRT REMOVAL	3,058.95
197543	04/17/2023	G & M TRUCKING INC	CA-7 STONE	6,929.44
197699	04/21/2023	G & M TRUCKING INC	DIRT REMOVAL	300.00
197462	04/13/2023	GABRIELA KIJOWSKI	REIMBURSEMENT FOR NAVY BASE TSHIRTS -KIJOWSKI	49.48
197577	04/18/2023	GALLS LLC	HONOR GUARD BADGES	193.60
197750	04/24/2023	GALLS LLC	UA WOMENS MG STRIKEFAST UNIFORM SHOES -CRONAN	92.00
197751	04/24/2023	GALLS LLC	MICRO SOUND LISTEN ONLY EAR PIECE -GRONKE	38.95
197494	04/14/2023	GARY SCHWARTZ	CLOTHING DRY GOODS NOTIONS	280.00
197478	04/14/2023	GENUINE PARTS COMPANY	OIL FILTERS	34.88
197479	04/14/2023	GENUINE PARTS COMPANY	PARTS RETURN	(47.74)
197408	04/12/2023	GENUINE PARTS COMPANY	OIL FOR 208	55.32
197397	04/12/2023	GENUINE PARTS COMPANY	FILTER FOR 208	7.54
197704	04/21/2023	GENUINE PARTS COMPANY	GAS PUMP PORT	47.86
197689	04/20/2023	GENUINE PARTS COMPANY	FILTERS-STOCK	132.87
197691	04/20/2023	GENUINE PARTS COMPANY	BULBS/BRAKE FLUID/HOSE CLAMPS-STOCK	54.48
197693	04/20/2023	GENUINE PARTS COMPANY	WORK LIGHT FOR SWEEPER 228	67.71
197694	04/20/2023	GENUINE PARTS COMPANY	COOLANT HOSE ELBOWS FOR 150	25.60
197681	04/20/2023	GENUINE PARTS COMPANY	BRAKE HOSE CAR 19T	28.78

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
197683	04/20/2023	GENUINE PARTS COMPANY	EPOXY	5.89
197684	04/20/2023	GENUINE PARTS COMPANY	HUB AND BEARING CAR 16	116.13
197714	04/21/2023	GEORGE VAN DUSEN	IML LOBBY DAYS SPRINGFIELD APRIL 19-20, 2023	371.95
197392	04/12/2023	GOLF MILL FORD	MIRROR FOR K9 TRUCK 340	104.30
197407	04/12/2023	GOLF MILL FORD	DOOR LATCH FOR K9 TRUCK 340	96.82
197455	04/13/2023	GOLF MILL FORD	CREDIT FOR #525536P	(149.32)
197487	04/14/2023	GOLF MILL FORD	TIRE PRESSURE SENSORS FOR POILCE INTERCEPTORS	401.40
197685	04/20/2023	GRAINGER	OVAL TAIL LIGHT V- BELT	67.40 24.88
197663	04/20/2023	GRAINGER		24.88 38.91
197661	04/20/2023	GRAINGER	V-BELT PULLEY	
197624	04/19/2023	GRAINGER	MISCELLANEOUS ITEMS FOR SIGN SHOP	131.43 28.69
197552	04/18/2023	GRAINGER	POLYBARBONATE FRAME VILLAGE HALL HVAC DESIGN AND SOLICITATION PREP	24,167.50
197831 197613	04/20/2023 04/19/2023	GRUMMAN/BUTKUS ASSOCIATES	NON-ROUTINE INVOICES FOR JANUARY 2023	423.35
197614	04/19/2023	H & H ELECTRIC CO H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	1,117.09
197615	04/19/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	1,326.78
197616	04/19/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	1,117.09
197617	04/19/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	4,123.54
197618	04/19/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	2,510.11
197619	04/19/2023	H & H ELECTRIC CO	NON-ROUTINE INVOICES FOR JANUARY 2023	1,832.59
197579	04/18/2023	HEARTLINE FITNESS SYSTEMS	PREPAY 6/22 FITNESS EQUIPMENT MAINTENANCE -RUSSELL	210.00
197652	04/18/2023	IT SUPPLIES	CANON PRINTER SUPPLIES	1,106.00
197414	04/12/2023	ILLINOIS TACTICAL OFFICERS ASSN	REGISTRATION -IMMEDIATE TRAUMA CARE INSTRUCTOR (3 OFRS)	1,540.00
197554	04/18/2023	ILLINOIS TOLLWAY	PASS	161.15
197470	04/13/2023	INTERIOR INVESTMENTS LLC	REPLACEMENT CHAIR	1.130.50
197400	04/12/2023	INTERSTATE POWER SYSTEMS INC	BATTERY CORE CHARGE	24.00
197434	04/13/2023	IPELRA	REGISTRATION FEE FOR MARCH 9, 2023 EMPLOYMENT LAW SEMINAR	200.00
197833	04/17/2023	ISBS	COPIER MNTNC.	734.24
197253	04/08/2023	J G UNIFORMS INC	CLOTHING,DRY GOODS,NOTION	35.50
197370	04/11/2023	1 G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	26.00
197371	04/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	26.00
197372	04/11/2023	J G UNIFORMS INC	CLOTHING, DRY GOODS, NOTION	364.20
197587	04/18/2023	J G UNIFORMS INC	BLUE VEST COVER -TONG	215.00
197588	04/18/2023	J G UNIFORMS INC	UNIFORM BOOTS -JUZBA	185.00
197589	04/18/2023	J G UNIFORMS INC	NEW CSO UNIFORM -JUZBA	259.98
197745	04/24/2023	JAKE WEISS	REFUND OF CO FOR CRUNCH	200.00
197539	04/17/2023	JAS CONSTRUCTION & ROOFING, INC	CDBG HOME IMPROVEMENT PROGRAM - PY21 2.1-8141 KENNETH	9,400.00
197562	04/18/2023	JASON CIHAK	CLOTHING DRY GOODS NOTIONS	424.50
197606	04/19/2023	JOE JENNINGS	CLOTHING DRY GOODS NOTIONS	118.05
197463	04/13/2023	JOHN BARKHOO	REIMBURSEMENT UNIFORM SHOES	286.88
197466	04/13/2023	JOHN BARKHOO	2023 ENGAGE CONF REIMBURSEMENT	399.97
197500	04/14/2023	JOHN BARKHOO	COMM SHIFT 2 APPRECIATION LUNCH - REIMBURSEMENT	41.41
197501	04/14/2023	JOHN BARKHOO	COMM SHIFT 1 & 3 APPRECIATION LUNCH	100.77
197502	04/14/2023	JOHN BARKHOO	COMM APPRECIATION LUNCH REIMBURSEMENT	83.41

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
197592	04/18/2023	JOHN NORMAN	BO BOND REFUND-8115 LARAMIE AVE	250.00
197419	04/12/2023	JOSE RUIZ	REIMBURSEMENT FOR DUTY BELT -RUIZ	110.00
197420	04/13/2023	JOSEPH EICK	CLOTHING DRY GOODS NOTIONS	46.55
197651	04/19/2023	KARA COMPANY INC	BOOK AND TAPE FOR ENGINEERING	149.25
197456	04/13/2023	KENT AUTOMOTIVE	WIPER BLADES & HAND CLEANER	447.12
197517	04/17/2023	KIWANIS CLUB OF SKOKIE VALLEY	ESCHNER KIWANIS CLUB DUES	58.00
197609	04/19/2023	KIWANIS CLUB OF SKOKIE VALLEY	MEMBERSHIP DUES 3Q (APR-JUN) -BARNES	78.00
197725	04/21/2023	KRISTOPHER IWANSKI	REIMBURSEMENT FOR INVESTIGATIONS CLOTHING -IWANSKI	388.08
197484	04/14/2023	KUSSMAUL ELECTRICS CO INC	12 VOLT AUTO PUMP	742.21
197481	04/14/2023	LAKESIDE INTERNATIONAL TRUCKS	PASSENGER SEAT ASSM FOR AMBULANCE 17R	776.10
197482	04/14/2023	LAKESIDE INTERNATIONAL TRUCKS	DRIVERS SEAT ASSM FOR AMBULANCE 17R	1,860.32
197677	04/20/2023	LANGTON SNOW SOLUTIONS	MOWING SERVICES	7,051.41
197679	04/20/2023	LANGTON SNOW SOLUTIONS	MOWING SERVICES	61.80
197678	04/20/2023	LAWSON PRODUCTS INC	MISCELLANEOUS ITEMS FOR SIGN SHOP	452.25
197809	04/25/2023	LEA AID ACQUISITION CO	AIDVISION KEY FOB DVR W/WIFI -OROZCO	415.00
197473	04/14/2023	LINDE GAS & EQUIPMENT	STATION 17 O2	101.47
197474	04/14/2023	LINDE GAS & EQUIPMENT	STATION 16 RENTAL O2	85.79
197475	04/14/2023	LINDE GAS & EQUIPMENT	STATION 17 OZ RENTAL	83.72
197476	04/14/2023	LINDE GAS & EQUIPMENT	STATION 18 02 RENTAL	86.02
197830	04/07/2023	LINDENMEYR MUNROE	PAPER FOR PRINT SHOP	1,155.60
197650	04/19/2023	LUCY RUKAVINA	REIMBURSEMENT FOR BUDGET HEARING ITEMS	6.06
197580	04/18/2023	LUCY RUKAVINA	REIMBURSEMENT FOR BUDGET HEARING ITEMS	22.26
197424	04/13/2023	LURVEY LANDSCAPE SUPPLY	BULK TOP SOIL	288.00
197747	04/24/2023	LURVEY LANDSCAPE SUPPLY	SOD	235.50
197700	04/21/2023	MACQUEEN EQUIPMENT LLC	ISOLATOR	1,522.71
197701	04/21/2023	MACQUEEN EQUIPMENT LLC	GLASS CAB	511.10
197688	04/20/2023	MARCELA GOLDSMITH	COMPOST BIN REBATE 4136 MADSION	25.00
197724	04/21/2023	MARK CIANCHETTI	REIMBURSEMENT FOR WORK SHOES -CIANCHETTI	77.75
197581	04/18/2023	MARY E SENN	CONTRACTUAL SOCIAL WORK CONSULTATION	260.00
197722	04/21/2023	MATTHEW ORCHARD	REIMBURSEMENT FOR NIGHTFORCE OPTIC -ORCHARD	1,420.00
197690	04/20/2023	MATTHEW PIMLOTT	COMPOST BIN REBATE @7866 PARK AVE	25.00
197406	04/12/2023	MCCANN INDUSTRIES INC	BLADES FOR BUCKET ON FRONT END LOADER 225	1,316.10
197486	04/14/2023	MCKIM & CREED, INC.	DISTRICT METERED AREA WATER MANAGEMENT	13,930.00
197582	04/18/2023	MEDTECH FORENSICS INC	DRUG TESTING SUPPLIES - MIURA	487.00
197444	04/13/2023	MENAROS MORTON GROVE	ANGLE VLAVE AND SUPER GLUE	15.07
197445	04/13/2023	MENARDS MORTON GROVE	WASHER, WALL ANCHOR W/SCREW	48.36
197774	04/25/2023	MENARDS MORTON GROVE	CONSTRUCTION MATERIALS	57.01
197394	04/12/2023	METAL SUPERMARKETS	METAL FOR REPAIR OF 188	14.69
197489	04/14/2023	MIHAI GHIURCUTA	BD BOND REFUND-8250 LOCKWOOD	250.00
197516	04/17/2023	MIKE DEZYNSKI	CLOTHING DRY GOODS NOTIONS	275.00
197389	04/12/2023	Mohammed darsaleh	BD BOND REFUND-8007 KENTON AVE	500.00
197766	04/25/2023	MOTOROLA SOLUTIONS-STARCOM NETWORK	RLN6554A WIRELESS RSM UNITS	2,106.00
197716	04/21/2023	MSP II LLC-SERIES A	BD BOND REFUND-4113 MAIN STREET	2,500.00
197717	04/21/2023	MSP II LLC-SERIES A	BD BOND REFUND-4113 MAIN STREET	2,500.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
197718	04/21/2023	MSP II LLC-SERIES A	BD BOND REFUND-4113 MAIN ST	2,500.00
197719	04/21/2023	MSP II LLC-SERIES A	BD BOND REFUND-4113 MAIN ST	2,500.00
197754	04/24/2023	NEMRT	CANINE COURSE #5 -JINN & OCHOA	425.00
197395	04/12/2023	NEMRT	BUILDING ENTRY AND CONTROL TACTICS -CHWOJNICKI/PANICO	350.00
197422	04/13/2023	NEUCO INC	HVAC PUMP MOTOR FOR VILLAGE HALL	892.87
197553	04/18/2023	NFPA	NFPA MEMBERSHIP - CHIEF HOEFLICH	175.00
197773	04/25/2023	NFPA	NFPA 1582 PRINT COPY	150.35
197578	04/18/2023	NICK WYATT	REIMBURSEMENT FOR BUDGET HEARING DINNERS	433.57
197695	04/20/2023	NICOR GAS	9050 GROSS POINT RD	5,351.19
197696	04/20/2023	NICOR GAS	PW NICOR GASS	740.37
197546	04/18/2023	NICOR GAS	9050 GROSS POINT RD REAR	942.39
197547	04/18/2023	NICOR GAS	9024 GROSS POINT RD	1,515.24
197538	04/17/2023	NICOR GAS	8157 CENTRAL PARK AVE	1,062.60
197720	04/21/2023	NICOR GAS	NATURAL GAS - 7300-06 NILES CENTER RD 03/17/23-04/18/23	5,058.14
197396	04/12/2023	NIPSTA	INVOICE BALANCE FROM EVOC DRIVER TRAINING	350.00
196945	03/30/2023	NIPSTA	O'MALLEY NIPSTA TRAINING	950.00
197405	04/12/2023	NORTH COAST SEWER & DRAINAGE INC	CHECK FOR LEAK ON WATER MAIN @3550 JARVIS	4,125.00
197542	04/17/2023	NORTH COAST SEWER & DRAINAGE INC	LEAD PIPE REPLACEMENT @75 SALEM LANE	13,070.00
197654	04/20/2023	NORTH COAST SEWER & DRAINAGE INC	ADDITIONAL MAIN BREAK INSPECTION @3550 JARVIS	5,434.00
197599	04/19/2023	NORTH SHORE SENIOR CENTER	PY22 CDBG GRANT PYMTS 22-6.2 Q1	5,580.00
197429	04/13/2023	O'LEARY'S CONTRCTRS EQPT & SUPPLY	CHAIN LOOP FOR MS461 RESCUE	336.26
197749	04/24/2023	O'LEARY'S CONTRCTRS EQPT & SUPPLY	CHAIN SAW PARTS	336.26
197799	04/25/2023	OFFICE DEPOT INC	OFFICE SUPPLIES	16.32
197649	04/19/2023	OFFICE DEPOT INC	OFFICE SUPPLIES	20.69
197519	04/30/2023	OLD ORCHARD URBAN LP	OOBD TAX REVENUE DISBURSEMENT FOR PERIOD ENDING 4/30/2023	188,431.44
197447	04/13/2023	OUI OUI ENTERPRISES LLC	CHANNEL PARK SITE 4588 MAINT	460.00
197448	04/13/2023	OUI OUI ENTERPRISES LLC	CHANNEL PARK LOT D MAINT	460.00
197449	04/13/2023	OUI OUI ENTERPRISES LLC	CHANNEL PARK SITE #4590	460.00
197430	04/13/2023	OZINGA READY MIX CONCRETE INC	CONCRETE	572.26
197432	04/13/2023	OZINGA READY MIX CONCRETE INC	CONCRETE	1,933.50
197597	04/18/2023	PAUL HUNSICKER	REIMBURSEMENT FOR ONLINE CLASS- SAFE MOTORIST	19.95
197468	04/13/2023	PAUL LUKE	REIMBURSEMENT FOR APA CONF EXPENSE	1,071.10
197692	04/20/2023	PAUL REISE	REIMBURSEMENT FOR APA CONF EXPENSE	1,651.64
197563	04/18/2023	PETROLEUM TECHNOLOGIES EQUIPMENT	SERVICE ON VEEDER ROOT ALARM	377.20
197485	04/14/2023	PETROLEUM TECHNOLOGIES EQUIPMENT	SERVICE CALL @8345 LARAMIE	967.10
197409	04/12/2023	PIRTEK O'HARE	HYD HOSE MADE FOR 160	162.73
197401	04/12/2023	PIRTEK O'HARE	HYD CYLINDER REPAIR FOR 2 BUCKET CYLINDERS	1,175.00
197505	04/14/2023	PLANET TECHNOLOGIES INC	O365 (2) ADDITIONAL LICENSES	27.60
197743	04/24/2023	POMP'S TIRE SERVICE INC	TIRE REPAIR	1,176.98
197568	04/18/2023	PRECISION CNTRL SYSTEMS OF CHICAGO	QUARTERLY PREVT MAINT	2,418.00
197623	04/19/2023	PRINT XPRESS	BUSINESS CARDS FOR NEW COMMUNICATIONS DIRECTOR - PATRICK DEIGNAN	90.00
197386	04/12/2023	PRINT XPRESS	PEER SUPPORT GREETING CARDS -RUSSELL	450.00
197425	04/13/2023	PRINT XPRESS	PUBLIC COMPOST LABELS	670.00
197426	04/13/2023	PRINT XPRESS	TOTER HANG TAGS	580.00

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
407724	04/24/2022	DOINT VONECC	FIRE SYSTEM STICKERS	380.00
197734 197796	04/24/2023 04/25/2023	PRINT XPRESS PROMOS 911	PLASTIC FIRE HELMETS	777.16
197806	04/23/2023	PULSE TECHNOLOGY OF ILLINOIS	PRINTER MNTNC	21.00
197832	04/20/2023	QUENCH USA INC	WATER COOLER LEASE	55.00
197490	04/20/2023	RAQUEL WILDE	BD BOND REFUND-8059 EAST PRAIRIE RD	250.00
197641	04/19/2023	RAY O'HERRON CO INC	BLAUER LADIES FLEXRS EXTERNAL CARGO PANTS -RUSSELL	152.98
197637	04/19/2023	RAY O'HERRON CO INC	UNIFORM ITEMS -JAWORSKI	250.37
197639	04/19/2023	RAY O'HERRON CO INC	GREY POLO SHIRT W/NAME & STAR	56.54
197644	04/19/2023	RAY O'HERRON CO INC	HOLOSUN OPTIC -GARCIA	320.00
197590	04/18/2023	RAY O'HERRON CO INC	UNIFORM PANTS - RECONNU	152.98
197795	04/25/2023	RAY O'HERRON CO INC	UNIFORM SHIRT -GRONKE	56.54
197801	04/25/2023	RAY O'HERRON CO INC	NEW CSO UNIFORM ITEMS -COLIN	478.47
197810	04/25/2023	RAY O'HERRON CO INC	TRAINING AMMO -ODESHOO	2,818.60
197753	04/24/2023	RAY O'HERRON CO INC	5.11 JOB SHIRTS -SZORC	171.00
197787	04/25/2023	RAY O'HERRON CO INC	UNIFORM PANTS & BELTS -KANE	232.86
197611	04/19/2023	RCN	HIGH SPEED INTERNET SERVICES & FEES FOR PRISON PHONES 04/15/2023 -TARASIUK	156.76
197369	04/11/2023	RED WING SHOE COMPANY INC	UNIFORM BOOTS/SHOES	450.00
197402	04/12/2023	RNOW INC	PTO SOLENOIDS FOR REFUSE TRUCK 176	482.93
197520	04/17/2023	ROBERT AND TERESA SCHUMM	BD BOND REFUND-9519 CENTRAL PARK AVE	1,000.00
197521	04/17/2023	ROBERT AND TERESA SCHUMM	BD BOND REFUND-9519 CENTRAL PARK AVE	500.00
197522	04/17/2023	ROBERT AND TERESA SCHUMM	BD BOND REFUND-9519 CENTRAL PARK AVE	250.00
197668	04/20/2023	ROBERT OAKLEY GREGORY	MOONBUTTERFLY RESTORATION	8,000.00
197461	04/13/2023	ROBERT OLKOWSKI	REIMBURSEMENT FOR CIVILIAN SHIRTS/PANTS -OLKOWSKI	382.41
197781	04/25/2023	ROBERT QUANE	BEAUTIFICATION PRINTING SUPPLIES	214.18
197742	04/24/2023	ROLANDO ITHIER	ILCMA GRANT WRITING TRAINING	20.00
197708	04/21/2023	RUSSO'S POWER EQUIPMENT INC	GRASS SEED	245.98
197709	04/21/2023	RUSSO'S POWER EQUIPMENT INC	SAW BLADE	20.99
197682	04/20/2023	RUSSO'S POWER EQUIPMENT INC	ELECTRIC LAWN EQUIPMENT	5,260.00
197812	04/25/2023	SAFARILAND LLC	LIGHTNING LIFTS -MIURA	340.47
197559	04/18/2023	SAFETY-KLEEN SYSTEMS, INC.	SOLVENT	963.87
197739	04/24/2023	SAMIR L SANTOS	REFUND OF PARKING TICKET	140.00
197687	04/20/2023	SCOTT DE CHERRIE	COMPOST BIN REBATE 5130 WRIGHT TERR	25.00
197697	04/20/2023	SEAMUS O'MALLEY	CLOTHING DRY GOODS NOTIONS	365.35
197772	04/25/2023	SECOND LIFE MAC	BUSINESS LICENSE REFUND	200.00
197673	04/20/2023	SECRETARY OF STATE	COVERT LICENCES PLATES	151.00
197635	04/19/2023	SKILLPATH	SUPERVISOR TRAINING	7,254.00
197662	04/20/2023	SKOKIE CHAMBER OF COMMERCE	SKOKIE STATE OF THE VILLAGE LUNCHEON	50.00
197530	04/17/2023	SKOKIE CHAMBER OF COMMERCE	STATE OF THE VILLAGE 2023	650.00
197727	04/24/2023	SKOKIE FLORIST	MIXED ROSES FOR BEAUTIFICATION CEREMONY	240.00
197713	04/21/2023	SKOKIE HAND CAR WASH	VARIOUS WASHES THROUGH APRIL 2023	358.00
197518	03/31/2023	SKOKIE PUBLIC LIBRARY	MARCH 2023 PPRT	143,664.80
197686	04/20/2023	STANDARD INDUSTRIAL & AUTO EQ	WASH BAY PRESSURE WASHER	806.32
197648	04/19/2023	STEPHEN JAGMAN	REIMBURSEMENT FOR FUEL USED DURING TRAINING	51.85
197736	04/24/2023	STEPHEN JAGMAN	FLOORING 16 BASEMENT BATHROOM	189.64

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
107707	04/25/2022	SUBSPIONUS	ONESCH ITTON MEDICAL DOGGA /DADAMOUNT INTERSACE	1 707 00
197782 197465	04/25/2023 04/13/2023	SUPERION LLC SUPERION LLC	ONESOLUTION MEDICAL PROQA/PARAMOUNT INTERFACE ENGAGE 2023 TRAINING SEMINAR	1,365.00 1,598.00
197730	04/13/2023	TECHNOLOGY MANAGEMENT REV FUND	LEADS LIVESCAN T1 LINE SERVICES THROUGH 03/31/2023	1,598.00 857.70
197790	03/20/2023	TEMPERED LIVING LLC	EXHAUST FANS	9,983.00
197791	02/20/2023	TEMPERED LIVING LLC	DAMPER ASSEMBLY	1,194.00
197503	04/14/2023	THE BANK OF NEW YORK MELLON	AGENT FEE JUNE 1, 2023 - MAY 31, 2024	750.00
197508	04/14/2023	THE CHICAGO BAR ASSOCIATION	MEMBERSHIP DUES - JGM	244.00
197591	04/18/2023	THE CHICAGO BAR ASSOCIATION	CHICAGO BAR BAM MEMBERSHIP DUES	244.00
197417	04/12/2023	THE HOME DEPOT PRO	TOUGHSYSTEM LARGE TOOL BOXES -MALTESE	167.64
197813	04/25/2023	THE HOME DEPOT PRO	SHELVING AND HOSES	54.41
197818	04/25/2023	THE HOME DEPOT PRO	SHELVING AND HOSES	19.97
197815	04/25/2023	THE HOME DEPOT PRO	SHELVING AND HOSES	27.97
197816	04/25/2023	THE HOME DEPOT PRO	SHELVING AND HOSES	258.00
197549	04/18/2023	THE SEWER BOSS	3000 PSI HOSE	473.60
197784	04/25/2023	THOMAS WOJDYLA	REIIMBURSEMENT FOR OPTIC -WOJDYLA	309.39
197412	04/12/2023	TIFFANY KELLY- SOUND INSIGHT	V/H SCREENINGS MARCH 2023	3,290,00
197707	04/21/2023	TIMOTHY MALTESE	REIMBURSEMENT -MATS FOR DOG CAGES	164.97
197467	04/13/2023	TOMASZ TARASIUK	2023 ENGAGE CONF. REIMBURSEMENT	399.97
197464	04/13/2023	TOTAL PARKING SOLUTIONS INC	BUS SHELTER	1,800.00
197808	04/25/2023	TRAFFIC CONTROL & PROTECTION	MISCELLANEOUS ITEMS FOR SIGN SHOP	3,376.20
197797	04/25/2023	U S POSTMASTER	MARKETING MAIL PRESORTED FY24	290.00
197437	04/13/2023	ULINE	DIRT TENT TARP REPLACEMENT	322.53
197391	04/12/2023	ULINE	TAG LOOPS	134.01
197620	04/19/2023	ULINE	FIRST AID SUPPLIES	614.82
197621	04/19/2023	ULINE	FIRST AID SUPPLIES	301.50
197622	04/19/2023	ULINE	DEMPSTER GARBAGE CANS	13,202.27
197680	04/20/2023	ULINE	ELECTRIC EQUIPMENT MATERIALS	291.37
197556	04/18/2023	UPS	WEEKLY SERVICE CHARGE	32.40
197499	04/14/2023	US LEGAL SUPPORT INC	WC LIT GREENLAW	129.50
197763	04/24/2023	US LEGAL SUPPORT INC	MEDICAL RECORDS WC LITIGATED	209.80
197576	04/18/2023	USA BLUE BOOK	FLUORESCENT TABLETS FOR SEWER DYE	408.72
197748	04/24/2023	VALDES LLC	BULK DIESEL EXHAUST FLUID	306.25
197443	04/13/2023	VERIZON CONNECT	MARCH MONTHLY SERVICE	32.38
197480	04/14/2023	VERIZON WIRELESS	VERIZON SERVICE MAR 10 2023 - APR 09 2023	1,798.33
197438	04/13/2023	VOLLMAR CLAY PRODUCTS CO	6X8X16 SOLID BLOCK FOR WATER DEPT	385.00
197607	04/19/2023	VOX POTENTIA CONSULTING LLC	COMPUTER CONSULTING PROJECT	3,920.00
197550	04/18/2023	WAREHOUSE DIRECT	CREDIT FOR 80Z CUPS	(110.55)
197551	04/18/2023	WAREHOUSE DIRECT	80Z CUP REPLACEMENT SHIPMENT	73.80
197450	04/13/2023	WAREHOUSE DIRECT	8 OZ. CUPS	110.55
197746	04/24/2023	WATER RESOURCES INC	WATER METERS	2,510.00
197483	04/14/2023	WATERWAY GAS & WASH COMPANY	PW MARCH CARWASH SERVICE	12.00
197612	04/19/2023	WATERWAY GAS & WASH COMPANY	PD CAR WASH SERVICES FOR MARCH 2023	200.00
197421	04/13/2023	WEBMARC DOORS	NEW DOORS FOR COMM. DEVELOPMENT	2,885.85
197744	04/24/2023	WEBMARC DOORS	AIR SWITCHES	146.08

Invoice Ref#	FY Date	Vendor	Invoice Description	Amount
197660	04/20/2023	WHOLESALE DIRECT INC	H3 100W BULB	66.05
197413	04/12/2023	WILSON'S RESTORATION, INC	BD BOND REFUND- 8309 SKOKIE BLVD	300.00
197459	04/13/2023	XIAOLIN LUO	BD BOND REFUND-9242 LOREL AVE	300.00
197418	04/12/2023	YUNSOO SHIN	REIMBURSEMENT FOR SAFE -SHIN	185.11
197664	04/20/2023	ZIEBELL WATER SERVICES PRODUCTS	H10374 REPAIR LID	588.00
197665	04/20/2023	ZIEBELL WATER SERVICES PRODUCTS	MUELLER D5-39305 DRILLING MACHINE	8,757.45
197477	04/14/2023	ZOLL MEDICAL CORPORATION	AUTOPULSE LIFE SAVING BANDS	\$ 3,675.00
			Total:	\$ 2,141,985.10

#### Memorandum Mayor's Office

TO:

**Board of Trustees** 

FROM:

Mayor

DATE:

May 1, 2023

SUBJECT:

Proclamations, Appointments, Reappointments and Resignation

#### \*A Proclamations

- \* "ALS Awareness Month" May 2023
- \* "Jewish American Heritage Month" May 2023
- \* "Older Americans Month" May 2023
- "Employee Recognition"
- "Building Safety Month" May 2023

#### \*B Appointments

Performing Arts Center Board Ronnie Berk

**Zoning Board of Appeals David Putrus** 

#### \*C Reappointments

Board of Fire & Police Commission Bruce Rottner

Board of Health Sibyl Yau Vice Chair

Dr. Edward Linn Chair

#### \*D Resignation

**Economic Development Commission David Putrus** 

WHEREAS, according to The National Institute of Neurological Disorders and Stroke's Strategic Plan, Amyotrophic Lateral Sclerosis (ALS) is a disease that weakens the muscles used to move, swallow and breathe, and the estimated survival is 3-5 years after the onset of symptoms; and

WHEREAS, according to the Center for Disease Control and Prevention's National ALS Registry, an estimated 32,000 people are living with ALS in the United States, with 5,000-6,000 people diagnosed annually; and

WHEREAS, according to an article titled "Prospective study of military service and mortality from ALS", ALS affects people in all communities, but U.S. military veterans are twice as likely to develop ALS compared to non-veterans; and

WHEREAS, the Les Turner ALS Foundation, founded in Skokie, IL., strives to provide the most comprehensive care and support to people living with ALS and their families, so they can confidently navigate the disease, and advance scientific research for the prevention, treatment and cure of ALS; and

WHEREAS, ALS Awareness Month is an opportunity to raise awareness and share information with our community about ALS; and

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

#### "ALS Awareness Month"

in the Village of Skokie, and hereby urge all residents to take note of this observance.

Passed this 1st day of May 2023

Géorge Van Dusen

Mayor



WHEREAS, for nearly 370 years, Jews have profoundly contributed to America's history, society, and culture; and

WHEREAS, in 2006, then-President George W. Bush established May as "Jewish American Heritage Month" to honor the long history of Jewish Americans and the many contributions of Jewish Americans to American culture, history, military, science, government, educations, and all areas of American life; and

WHEREAS, the proud heritage of Jewish Americans is a reminder of our nation's constitutional commitment to religious freedom and the importance of a dedication to community and history; and

WHEREAS, the United States is experiencing a rise in antisemitic activity, and Jewish Americans are the targets of 60 percent of religiously based hate crimes and bias-based incidents, despite constituting 2/4% of the U.S. populations; and

WHEREAS, our society needs to reaffirm our rejection of antisemitic bigotry and our commitment to never compromise our steadfast support for the Jewish community.

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

#### "JEWISH AMERICAN HERITAGE MONTH"

in the Village of Skokie and we express appreciation for the significant contributions made by Jewish Americans to the diverse community that comprises the Village of Skokie, the State of Illinois, and the United States of America

Passed this 1st day of May 2023

George Van Dusen

Mayor

Whereas, Skokie includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, Skokie recognizes the need to create a community that offers the services and supports older adults may need to make choices about how they age; and

Whereas, Skokie can work to build an even better community for our older residents by:

- Not limiting our thinking about aging,
- Exploring and combating stereotypes,
- Emphasizing the many positive aspects of aging,
- Inspiring older adults to push past traditional boundaries, and
- Embracing our community's diversity.

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

#### "OLDER AMERICANS MONTH"

Accordingly, I urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Passed this 1st day of May 2023

George Van Dusen

Mayor

WHEREAS, is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike; and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry – who work year-round to ensure the safe constructions of buildings; and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play; and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety – our local code officials – who assure us of safe, sustainable and affordable building that are essential to our prosperity; and

WHEREAS, "It Starts with You," The theme for Building Safety Month 2023, encourages us all to raise awareness about building safety on a personal, local and global scale; and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

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

#### "BUILDING SAFETY MONTH"

Accordingly, I encourage our residents to join us as we participate in Building Safety Month activities.

Passed this 1st day of May 2023

George Van Dusen

Mayor

#### Memorandum Manager's Office

TO:

The Honorable Mayor and

Board of Trustees Village Clerk

Corporation Counsel

FROM:

John T. Lockerby, Village Manager

DATE:

April 27, 2023

SUBJECT: MANAGER'S REPORT

**BOARD MEETING OF MONDAY, MAY 1, 2023** 

\* A. Purchase of Two Street Department Dump Trucks Replacement and One Dump Body Replacement – Lindco Equipment, Merriville, Indiana - \$653,287. The FY2023 Capital Improvement Program (CIP) budget contains funding for the purchase of two (2) dump trucks, underbody plow, front plow and spreader and one (1) dump body replacement. The existing two vehicles have mileage in excess of 75,000 miles and are used by the Streets and Alleys Division. I concur with staff's recommendation and respectfully request Mayor and Board approval of a contract in the amount of \$653,287 to be awarded to Lindco Equipment, the lowest responsive and responsible bidder.

## \* B. <u>Excess Liability Coverage for Fiscal Year 2024 – Marsh/Allied World Assurance Company.</u>

The Village of Skokie's excess commercial liability coverage policy expires on May 1, 2023. The excess liability commercial marketplace remains the most volatile of all segments within the public entity insurance market, with many carriers reducing capacity or exiting the market altogether. Staff recommendation is acceptance of Marsh Old Republic/Genesis/Allied World Assurance Company quotation of \$13 million excess combined coverage of the Village's \$2 million retention at a premium of \$565,750. Current market conditions are challenging, but the Village's self-insured program as structured has demonstrated for decades to be the most cost-effective approach in managing Village liability. I concur with staff's recommendation that a contract be awarded to Marsh/Allied World Assurance Company in the amount of \$565,750. Mayor and Board approval is respectfully requested.

#### \* C. Adoption of Ratified FOP Contract.

The Board has previously reviewed in executive session the principle issues of a labor contract with Local Lodge #68 of the Fraternal Order of Police (FOP), which covers 88 Skokie Police Officers.

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

#### \* D. <u>Purchase of One Fire Department Ford Expedition Max – Community Ford,</u> Bloomington, Indiana - \$59,802.25.

The FY2023 Capital Improvement Budget (CIP) provides funding for the replacement of one (1) Ford Expedition Max SUV which will serve as the Incident Command Vehicle for the Fire Department. Due to the nature of how this vehicle is used, an electric vehicle and hybrid replacement is not feasible at this time. The new vehicle will replace a 2010 Ford Expedition that has in excess of 60,800 miles. Pricing for the new vehicle was obtained through the Community Ford of Bloomington Government Purchasing. I concur with staff's recommendation and respectfully request Mayor and Board approval of a contract in the amount of \$59,802.25 to be awarded to Community Ford.

## \* E. <u>Purchase of One Water and Sewer Division EV Full-Size Van – National Auto Fleet Group, Watsonville, California - \$59,255.</u>

The FY2023 Capital Improvement Budget (CIP) provides funding for the replacement of one (1) fleet vehicle for the Water and Sewer Division. The vehicle being replaced is a 2012 Ford E350 van, which is in a state of disrepair and showing signs of accelerated corrosion due to the exposure of de-icing chemicals. The new unit is a full-size E-Transit 100% electric van. The retired vehicle will be disposed of at the Northwest Municipal Conference Auction. I concur with staff's recommendation and respectfully request Mayor and Board approval of a contract in the amount of \$59,255 to be awarded to National Auto Fleet Group.

#### F. Request for Executive Session.

Pursuant to Section 2, Paragraph C.5 and C.6 of the State of Illinois Open Meetings Act, a closed session is requested and to adjourn therefrom.



Memorandum

**Purchasing Division** 

**Public Works Department** 

TO:

John T. Lockerby, Village Manager

FROM:

Michael Aleksic, Purchasing Agent

Max Slankard, Director of Public Works

DATE:

April 19, 2023

(FY2023) 2 Street Department Dump Trucks (#142-149) Replacement, 1 Dump Body Replacement (#140). (Agenda Item)

Pricing for the above referenced item was obtained through the Sourcewell Cooperative Purchasing Advantages, contract # 62222-VCM and Lindco Equipment Sales.

<b>Budgeted Amount</b>	Account Number	<b>Project Number</b>
\$230,000.00	020-6000-407.07-42	0R64122
\$200,000.00	020-6000-407.07-42	0R64129
\$ 90,000.00	020-6000-407.07-42	0Q64044

#### Tabulation:

Lindco Equipment, Merriville In. 7 CY Dump Truck & Plow \$281,101.00 Lindco Equipment, Merriville In. 6 CY Dump Truck & Plow \$273,597.00 Lindco Equipment, Merriville In. 6 CY Dump Body \$ 98,979.00 \$653,287.00

#### Recommendation:

Pricing for the equipment indicated above was obtained through the Sourcewell Cooperative Purchasing Advantages, contract # 62222-VCM and Lindco Equipment Sales. It is recommended that a contract for the purchase and replacement of two dump truck chassis, body, salt spreader and plows (Project Numbers 0R64122 and 0R64129) and a 6 CY dump body replacement (Project Number 0Q64044) be awarded to Lindco Equipment Sales, Merriville Indiana, in the amount of \$653,287.00 with the remaining balance of \$133,287.00 from the FY24 vehicle purchasing contingency account.

#### Comments:

The CIP includes funding for the replacement of two (2) dump trucks, underbody plow, front plow and spreader and one (1) dump body replacement, for the Streets and Alley Division. The trucks to be replaced, units #142 and #149, are used for hauling stone for alley grading, asphalt for roadway repairs and dirt for stumping operations. These vehicles are also fitted with a plows and salt spreaders to assist in snow and ice control

operations. Unit #142 is a 2010 International tandem axle dump truck which currently has mileage more than 75,000 miles. Unit #149 is a 2009 International single axle dump truck which currently has mileage more than 75,000 miles These vehicles have been subjected to heavy load hauling, which exposes the frames and suspension systems to fatigue. Additionally, they have been exposed to the harsh elements of winter, road salt, and have significant corrosion of the truck dump bodies. These units will be replaced with two (2), 2024 Western Star's, 1 tandem and 1 single axle, with stainless steel dump bodies, plow and hydraulics.

Unit # 140 is a 2010 International single axle with its chassis in good operating condition, however the dump body has seen its useful work limit due to large amounts of rust and holes due to winter salting operations. Because the chassis still has remaining useful life, we are proposing to replace only the dump body. When the chassis reaches its useful life, we will then repurpose this dump body on its replacement chassis. The new dump bodies will all be built with stainless steel to inhibit rust during salting operations.

The Village has not purchased trucks from Lindco Equipment Sales in the past, but staff does not foresee any issues.

Cc: Nicholas Wyatt, Assistant Village Manager Jeff Scholpp, Automotive Superintendent

B

#### Memorandum Risk Management Division

TO: John T. Lockerby, Village Manager

FROM: Value Ciotteman

Debra L. Prottsman, Risk Manager

DATE: April 26, 2023

SUBJECT: Excess Liability Coverage – Fiscal Year 2024

Village Board Agenda - May 1, 2023

The Village of Skokie's excess commercial liability coverage through Marsh / Allied World Assurance Company expires May 1, 2023. The Village last year secured commercial coverage from Marsh / Allied World Assurance Company of \$13 million excess coverage; this is above the Village's own \$3 million retention for a combined total of \$16 million in liability coverage.

The excess liability commercial marketplace remains the most volatile of all segments within the public entity insurance market, with many carriers reducing capacity or exiting the market altogether. Market stress factors are many including tort reform and tort caps, financial market uncertainties, societal trends including gun violence, demonstrations and protests against governments, social inflation including trends toward increased litigation and polarization in social media and news reporting, and jury awards which are drastically increasing especially in Cook County. As such, many public entities with large limits are having difficulties maintaining coverage limits within budgetary constraints, some without any reasonable alternatives.

The Village through broker Marsh USA, Inc. approached incumbent Allied World Assurance Company relative to renewal quotes for fiscal year 2024. Allied World advised that they are reducing capacity within the public sector market and would not be renewing the program. Given the challenging market, Marsh explored the possibility of layering coverage including lowering retention back to \$2M instead of the current \$3M (raised last year). Marsh approached eight (8) excess markets including Homesite, Berkley Public Risk, Lexington, Safety National, MunichRe America, Hudson Insurance Co. and Travelers. Several quoted, but law enforcement was excluded or written on a monoline format; other carriers cited that they would not write excess coverage for public entities within Cook County or declined quotes all together given current market uncertainties and desire to reduce capacity.

Options are limited given current market conditions. Marsh USA, Inc. secured quotes from three reputable carriers to maintain \$15M in total coverage for the Village. This includes restoring the Village's \$2M self-insured retention, followed by \$5M excess coverage with Old Republic Specialty Insurance Underwriters at a premium of \$319,000; followed by \$5M excess with Genesis Excess at a premium of \$176,750; and a final \$3M excess layer with Allied Assurance at a premium of \$70,000. In total, Skokie maintains liability coverage of \$13M excess of the Village's \$2M self-insured retention at a premium of \$565,750 or 125 percent change over fiscal year 2023.

The Village will continue to explore alternative approaches for risk transfer as is routinely done. Current market conditions are challenging, but the Village's self-insured program as structured has demonstrated for decades to be the most cost-effective approach in managing Village liability. The Village will continue to complete due-diligence review that the current structure is still the most cost-effective option moving forward.

Finally, as you may recall, the carrier conducted a lengthy risk assessment audit of all Village operations several years ago and received an overall excellent rating reflective of Skokie's demonstrated commitment to standardized operational policies and procedures, commitment to safety, continuous training, consistent safety expectations and accountability. The Village's financial ratings and sound business practices coupled with the independent accreditation of the Village's operational departments of Fire, Police and Public Works is also critical in providing underwriters confidence that practices are in place to minimize the Village's risk; this is reflective in that Skokie was even quoted coverage given the challenges of the current excess market.

Recommendation – I recommend acceptance of the Marsh - Old Republic / Genesis / Allied World Assurance Company, Inc. quotation for \$13 million excess combined coverage of the Village's \$2 million retention at a premium of \$565,750. Coverage is for fiscal year 2024, a 12-month period starting May 1, 2023. Funds are budgeted in fiscal year 2024 self-insured program to cover this expenditure. Village Manager and Village Board approval is respectfully requested.

#### Enclosure

cc: Nicholas Wyatt
Julian Prendi
Michael Aleksic

#610093



#### Memorandum Manager's Office

TO: John T. Lockerby, Village Manager

FROM: Nicholas A. Wyatt/ Assistant Village Manager

DATE: April 21, 2023

SUBJECT: Adoption of Ratified FOP Contract

The Local Lodge #68 of the Fraternal Order of Police (FOP), which covers 88 Skokie Police Officers, recently ratified a Collective Bargaining Agreement (CBA) that was negotiated between Village and Union representatives. A copy of the proposed CBA is attached below.

As police recruitment is at an all-time low nationwide, the new contract will continue to make the Skokie Police Department an attractive place to work. In summary, the contract is for a term of three years, commencing May 1, 2022 and ending April 30, 2025. Wage adjustments in the CBA include 2.5% on May 1, 2022, 3% on May 1, 2023 and 3% on May 1, 2024. Retention and recruitment bonuses are included in the contract and are \$3,000 on the date of ratification, \$6,000 on April 30, 2024 and \$6,000 on April 30, 2025. These bonuses were exchanged for and will be funded by an extended pay plan of two additional pay steps for all newly hired police officers. Sick leave for officers will be reset to eight days retroactive to January 1, 2023 and Martin Luther King Jr. Day will be added as an additional holiday effective May 1, 2023. The Skokie Body Worn Camera policy will be updated to allow officers, if they elect, to put their body worn cameras on sleep mode while on their thirty-minute unpaid lunch. Additionally, there are several contract language cleanup items in the proposed CBA including how equity adjustments are calculated, retroactive pay for employees who die after the expiration of the contract but before the ratification of a new contract, changing "Personnel Director" to "HR Director" and the addition of a side letter regarding lateral hire starting pay.

It is respectfully requested that the Village Board adopt the proposed CBA at the May 1, 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

## ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, REPRESENTING SKOKIE POLICE OFFICERS

2022 - 2025

#### **TABLE OF CONTENTS**

ARTICLE I RECOGNITION AND REPRESENTATION	2
Section 1.1. Recognition	
Section 1.2. Council's Duty of Fair Representation	
ARTICLE II NON-DISCRIMINATION	3
ARTICLE III DUES CHECKOFF, FAIR SHARE, AND COUNCIL RIGHTS	4
Section 3.1. Dues Checkoff	4
Section 3.2. Indemnification	4
Section 3.3. Council Use of Bulletin Boards	5
ARTICLE IV LABOR-MANAGEMENT COMMITTEE	6
ARTICLE V GRIEVANCE PROCEDURE	7
Section 5.1. Definition	
Section 5.2. Procedure	7
Section 5.3. Arbitration	
Section 5.4. Limitations on Authority of Arbitrator	
Section 5.5. Time Limit for Filing	
Section 5.6. Miscellaneous	10
ARTICLE VI NO STRIKE-NO LOCKOUT	
Section 6.1. No Strike	
Section 6.2. No Lockout	
Section 6.3. Penalty.	
Section 6.4. Judicial Restraint	11
ARTICLE VII SENIORITY, LAYOFF AND RECALL	
Section 7.1. Definition of Seniority	
Section 7.2. Probationary Period	
Section 7.3. Seniority List	
Section 7.4. Layoff	
Section 7.5. Recall	
Section 7.6. Termination of Seniority	14
ARTICLE VIII HOURS OF WORK AND OVERTIME	
Section 8.1. Application of Article	
Section 8.2. Normal Workday	
Section 8.3. Normal Work Cycle	
Section 8.4. Changes in Normal Workday or Normal Work Cycle	
Section 8.5. Overtime Pay	
Section 8.6. Court Time	
Section 8.7. Call-in Pay	
Section 8.8. Compensatory Time	
Section 8.9. No Pyramiding	17

ARTICLE IX LEAVES OF ABSENCE	18
Section 9.1. Sick Leave.	18
Section 9.2. Funeral Leave	21
Section 9.3. Jury Leave	21
Section 9.4. Military Leave	21
Section 9.5. Educational Leave	
Section 9.6. Non-Employment Elsewhere	
Section 9.7. Family and Medical Leave Act of 1993.	22
ARTICLE X EMERGENCY LEAVE AND DISABILITY BENEFITS	
Section 10.1. Definition and Method of Accrual	
Section 10.2. Emergency Leave Days	
Section 10.3. Emergency Leave	
Section 10.4. Emergency Leave.	
Section 10.5. Emergency Leave	
Section 10.6. Disability Benefits	24
ARTICLE XI VACATIONS	25
Section 11.1. Eligibility	
Section 11.2. Vacation Accrual	
Section 11.3. Vacation Pay	
Section 11.4. Vacation Scheduling	
<del></del>	
Section 11.5. Limitation on Accumulation of Vacation	
Section 11.6. Pay for Earned but Offused vacation Opon Termination	20
ARTICLE XII HOLIDAYS	27
ARTICLE XIII SALARIES AND OTHER COMPENSATION	29
Section 13.1. Salaries	29
Section 13.2. Retroactivity	30
Section 13.3. Step Increments	31
Section 13.4. Longevity Pay	32
Section 13.5. Field Training Officer Pay	32
A DELCT E VIII DICTIDA NOE	22
ARTICLE XIV INSURANCE	
Section 14.1. Comprehensive Medical/Dental Program	
Section 14.2. Life Insurance	
Section 14.3. Cost Containment	
Section 14.4. Terms of Policies to Govern	
Section 14.5. Right to Maintain Coverage While on Unpaid Leave or on Layoff	34
Section 14.6. Retirement Health Savings Plan.	34
ARTICLE XV MANAGEMENT RIGHTS	24
ANTICLE AV MANAUEMENT KIUHTS	30
ADTICLE VVI SAFETY COMMITTEE	27

ARTICLE XVII MISCELLANEOUS	38
Section 17.1. Gender of Words	38
Section 17.2. Medical Examinations	38
Section 17.3. Application of Agreement to U.S. Customs Unit and Other Special	
Assignment Employees	38
Section 17.4. Precedence of Agreement	39
Section 17.5. Bill of Rights	39
Section 17.6. Drug and Alcohol Testing	39
Section 17.7. Impasse Resolution	42
Section 17.8. Quartermaster System	
Section 17.9. Physical Fitness Program.	
Section 17.10. Outside Employment	
Section 17.11. Tuition Reimbursement	
Section 17.12. Americans with Disabilities Act.	
Section 17.13. Death Benefit	
Section 17.14. Retiree Separation Benefits	46
ARTICLE XVIII DISCIPLINE AND DISCHARGE	48
ARTICLE XIX ENTIRE AGREEMENT	51
ARTICLE XX SAVINGS CLAUSE	52
ARTICLE XXI DURATION AND TERM OF AGREEMENT	
APPENDIX A GRIEVANCE FORM	
APPENDIX B ALTERNATIVE IMPASSE RESOLUTION PROCEDURE	
APPENDIX C CANDIDATE REIMBURSEMENT SIDE LETTER	

#### AGREEMENT

This Agreement is made and entered into by and between the Village of Skokie (hereinafter referred to as the "Village") and Fraternal Order of Police, Skokie Lodge No. 68, and the Illinois FOP Labor Council (hereinafter referred to as the "Council").

It is the intent and purpose of this Agreement to set forth the parties' entire 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

Section 1.1. Recognition. The Village recognizes the Council as the sole and exclusive bargaining representative for all sworn full-time peace officers (hereinafter referred to as "officers" or "employees"), but excluding all sworn peace officers in the rank of sergeant and above, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other managerial, supervisory, confidential and professional employees as defined by the Act, as amended.

Section 1.2. Council's Duty of Fair Representation. The Council agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

# ARTICLE II

# NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Council shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color, national origin, or Council membership. Other than Council 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.

#### ARTICLE III

# DUES CHECKOFF, FAIR SHARE, AND COUNCIL RIGHTS

Section 3.1. Dues Checkoff. During the term of this Agreement the Village will deduct from each employee's first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form and shall forward such amount to the Council by the 10th day of the month following the month in which the deduction was made, together with a list of employees from whom deductions were made.

The actual dues amount deducted, as determined by the Council, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Council may change the fixed uniform dollar amount once each year during the life of this Agreement by giving the Village HR Director at least thirty (30) days' written notice of any change in the amount of the uniform dues to be deducted.

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

Section 3.2. Indemnification. The Council 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.

Section 3.3. Council Use of Bulletin Boards. The Village will make available space on a bulletin board for the posting of official Council notices of a non-political, non-inflammatory nature. The Council will limit the posting of Council notices to such bulletin board.

## ARTICLE IV

# LABOR-MANAGEMENT COMMITTEE

At the request of either party, a Council representative and the Police Chief or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Council representative, or his designee, may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief, or his designee, 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.

#### ARTICLE V

## **GRIEVANCE PROCEDURE**

Section 5.1. Definition. A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Council against the Village involving an alleged violation of an express provision of this Agreement except that any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Skokie Police and Fire Commission shall not be considered a grievance under this Agreement unless otherwise specifically provided in this Agreement.

Section 5.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor 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:

Any employee who has a grievance shall submit the grievance in writing on a grievance form, a copy of which is attached as Appendix A, to the employee's (in most cases, a Sergeant) immediate supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2:

If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Deputy Chief designated for this purpose by the Village 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 to the

grievant within seven (7) calendar days after the grievance is appealed to Step 2.

STEP 3: If the grievance is not settled at Step 2 and the employee wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted in writing to the Police 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 Police Chief, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within seven (7) calendar days with the grievant and an authorized representative of the Council at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief, or his designee, shall provide a written answer to the grievant and the Council within seven (7) calendar days following their meeting.

STEP 4: If the grievance is not settled at Step 3 and the Council desires to appeal, it shall be referred by the Council 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 Council representative within fourteen (14) calendar days of receipt of the Council's appeal, if at all possible. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Council within seven (7) calendar days following the meeting.

Section 5.3. Arbitration. If the grievance is not settled in Step 4 and the Council wishes to appeal the grievance from Step 4 of the grievance procedure, the Council may refer the grievance to arbitration, as described below, within twenty-one (21) calendar days of receipt of the Village's written answer as provided to the Council at Step 4:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Council shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and Village representatives.
- (c) The Village and the Council shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Council retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 5.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 5.4 shall be final and binding upon the Village, the Council and the employees covered by this Agreement.

Section 5.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the

event giving rise to the grievance or within ten (10) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" 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 aggrieved employee 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 5.6. Miscellaneous. No member of the bargaining unit 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 VI

# NO STRIKE-NO LOCKOUT

Section 6.1. No Strike. Neither the Council 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 overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article maybe discharged or otherwise disciplined by the Village. Each employee who holds the position of representative, officer or steward of the Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article the Council agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 6.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council.

Section 6.3. Penalty. The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1 is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 6.4. Judicial Restraint. Nothing contained herein shall preclude the Village or the Council from obtaining judicial restraint and damages in the event the other party violates this Article.

### ARTICLE VII

# SENIORITY, LAYOFF AND RECALL

Section 7.1. Definition of Seniority. Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior. Seniority shall not accrue during any unpaid leave of absence in excess of thirty (30) consecutive days and in such event the employee's seniority date shall be adjusted accordingly.

Section 7.2. Probationary Period. All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of twenty-four (24) months of work. If a new hire has successfully completed training in accordance with the Illinois Law Enforcement Training Board as an Illinois State Certified Law Enforcement Officer prior to employment with the Village, and has not been out of law enforcement for a period of more than two (2) years, then the Village Board of Fire and Police Commissioners may, at their sole discretion, lessen the period of probation to eighteen (18) months on a case-by-case basis. During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee.

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

Section 7.3. Seniority List. On or before January 1 each year, the Village will provide the Council 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 fourteen (14) calendar days after the Council's receipt of the list.

Section 7.4. Layoff. The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, 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).

Except in an emergency, no layoff will occur without at least fourteen (14) calendar days' notification to the Council. The Village agrees to consult the Council, upon request, and afford the Council an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 7.5. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. 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 eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with, a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide

the Police 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.

<u>Section 7.6. Termination of Seniority</u>. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (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, or is found to be working during a leave of absence without the written approval of the Village Manager;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to report for work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of three (3) years;
- (h) does not perform work for the Village for a period in excess of twelve (12) months; provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation and/or duty related disability pension, or a layoff where the employee has recall rights; or
- (i) is absent for two (2) consecutive working days without notifying the Village. Employees who establish to the Village's satisfaction that their absence under subsections 6(e) and (f) or their failure to notify under subsection 6(i) was clearly due to circumstances beyond their control shall not be terminated under this Section.

#### ARTICLE VIII

# HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle.

Section 8.2. Normal Workday. The normal workday shall consist of eight hours (exclusive of a 30-minute unpaid lunch period) including a 15-minute briefing period prior to the start of the regular shift and up to 15 minutes after the end of the shift.

During an Officer's lunch period, regardless of the location the officer takes the lunch break, the officer may elect to put the officer's own body worn camera in sleep mode.

Section 8.3. Normal Work Cycle. The normal work cycle shall be 28 days.

Section 8.4. Changes in Normal Workday or Normal Work Cycle. Should it be necessary in the Village's judgment to establish schedules departing from the normal workday 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 affected by such change. Subject to the foregoing, an employee will normally have 9 regular days off (RDO's) per calendar month.

Section 8.5. Overtime Pay. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked in excess of 8 hours in the employee's workday or in excess of 160 hours in the employee's normal 28-day work cycle.

Section 8.6. Court Time. Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of three hours' pay at {00756395.DOCX v. 2 }

time and one-half. In conjunction with the foregoing, travel time of one and one-half hours for downtown Chicago court appearances (including 26th and California) and two hours for Elgin Mental Health hearings shall be paid at time and one-half the regular straight-time hourly rate of pay if the travel time occurs outside the normal hours of work.

Section 8.7. Call-in Pay. Employees who are called back to work outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid their applicable rate of pay for all hours worked outside their normal shift, with a guarantee of three (3) hours' pay. Employees are only eligible for the three (3) hour call-in pay described herein in emergency situations when they are ordered back to work. This Section shall not apply to training or tactical unit exercises but shall apply to instances when the tactical unit is activated to respond to an actual emergency.

Section 8.8. Compensatory Time. An employee shall have the option of accruing up to a maximum of one hundred twenty (120) hours of compensatory time in lieu of overtime pay. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the employee's unit commander.

Accrued compensatory time shall, if practicable, be used within the same fiscal year in which it has been accrued. Any hours above forty (40) hours as of the end of the last pay period in October shall be paid off in November at the employee's straight-time hourly rate of pay as of October 31. If all compensatory time cannot be scheduled in the fiscal year, up to the first forty

(40) hours shall be carried over to the next fiscal year and any hours above forty (40) hours as of the end of the last pay period in April shall be paid off in May at the employee's straight-time hourly rate of pay as of April 30. Both payouts listed in this section should occur during

the first pay period following the payout if practical

Any unused compensatory time that an employee has at time of separation from Village employment (including retirement) shall be paid out at the employee's straight-time hourly rate of pay as of the employee's last day of employment.

<u>Section. 8.9. No Pyramiding</u>. Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

#### ARTICLE IX

## LEAVES OF

## **ABSENCE**

Section 9.1. Sick Leave. Each employee shall be advanced eight (8) sick leave days for use during the calendar year and said days shall not be accumulative. Sick leave may be used for illness, injury, maternity, doctor's appointments, or for serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brothers, sisters and grandparents. In case of serious illness in the immediate family, up to three (3) days of sick leave may be approved by the Police Chief or his designee. An additional two (2) days may be approved by the Village Manager.

In the event an employee is unable to work due to illness, he must inform his supervisor prior to the start of the scheduled workday. Failure to inform the supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. Employees will comply with such reporting rules as may be established by the Police Chief.

The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of their responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

Sick leave, if available, must be used for the first three (3) working days of an employee's absence due to illness, sickness or injury. Emergency leave may only be used commencing with the fourth consecutive working day an employee is absent due to sickness, illness or injury.

Effective January 1, 2009, the number of sick leave days advanced to {00756395.DOCX v. 2 }

each employee for use during calendar year 2009 shall be eight (8) since the average number of sick leave days used during calendar year 2008 by bargaining unit members who were employed for the entire calendar year 2008 was 5.0 days or less.

Effective January 1, 2010, the number of sick leave days advanced to each employee for use during calendar year 2010 shall be eight (8) if the average number of sick leave days used during the preceding calendar year by bargaining unit members who were employed for the entire calendar year 2009 was 5.0 days or less. If the number of sick leave days advanced for use during calendar year 2009 was eight (8) and the average number of sick leave days used during calendar year 2009 by such employees was more than 5.0 days, the number of sick leave (days) advanced to each employee for use during calendar year 2010 shall be seven (7).

Effective each January 1, 2011, and each January 1 thereafter, the number of sick days for the calendar year shall be in accordance with the following table:

NUMBER OF SICK	AVERAGE NUMBER OF	NUMBER OF
LEAVE DAYS	SICK LEAVE DAYS	SICK LEAVE
ADVANCED IN PRIOR	USED IN PRIOR	DAYS
CALENDAR YEAR	CALENDAR YEAR	ADVANCED AS
		OF JANUARY 1
8	5 or less	8
7	5 or less	8
6	5 or less	7
8	More than 5	7
7	More than 5	6
6	More than 5	6

The Village agrees that effective upon ratification of the 2022-2025 bargaining agreement, the Village will reset the number of sick leave days

advanced as of January 1, 2023, to be 8 sick leave days. All employees in the bargaining unit on the date of ratification will receive the additional sick leave days retroactive to January 1, 2023. In return the Union will withdraw the pending grievance and arbitration demand regarding the sick leave accrual grievance.

Effective January 1, 2009 and each January 1 thereafter, bonus paid time off to be taken shall be awarded based on the number of sick leave days used during the preceding calendar year in accordance with the following schedule:

No. of Sick Leave Days Used	Bonus Paid Time Off
0	24 hours
1	12 hours
2	8 hours
More Than 2	0 hours

Effective January 1, 2020, and each January 1 thereafter, bonus paid time off to be taken shall be awarded based on the number of sick leave days used during the preceding calendar year in accordance with the following schedule:

No. of Sick Leave Days Used	Bonus Paid Time Off
0	24 hours
1	16 hours
2	8 hours
More Than 2	0 hours

Bonus paid time off earned based on the foregoing schedule shall be scheduled at the mutual convenience of the employee and the Department. Employee requests to take such time off shall not be unreasonably denied. Unused bonus paid time off shall be forfeited without compensation. There shall be no carryover.

On or before May 15, July 15, September 15, November 15, January 1, and March 15, the Village will provide the Union with information concerning the total number of

sick leave days used by bargaining unit members in the preceding two months.

Section 9.2. Funeral Leave. In the event of a death in the employee's immediate family, the employee may be granted up to three (3) days leave of absence without loss of pay for the purpose of attending the funeral. Upon recommendation of the Police Chief and with the approval of the Village Manager, this period may be extended for an additional two days due to

extraordinary circumstances, but any such days shall be charged to emergency leave, 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, 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, sister-in-law, and spouse's grandparents. In the event of a death of the employee's aunt or uncle, the employee may be granted one (1) day leave of absence without loss of pay for the purpose of attending the funeral. All of the aforementioned requests contained in this section may not be arbitrarily or unreasonably denied.

Section 9.3. Jury Leave. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which he is required to report or serve. Any compensation which the employee receives for jury duty or jury service shall not be subtracted from the employee's regular wages.

<u>Section 9.4. Military Leave</u>. Military leave shall be in accordance with State and Federal

law, and additional provisions as may be set forth in the Village's Personnel Manual from time to time.

Section 9.5. Educational Leave. Subject to the discretionary approval of both the Chief {00756395.DOCX v. 2 }

of Police and the Village Manager and confirmation by the Board of Fire and Police Commission, an employee may be granted, upon written request, an unpaid leave of absence not to exceed one (1) year for educational advancement related to law enforcement.

Section 9.6. 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 of absence as provided above may be immediately terminated by the Village unless such employment has been approved in advance by the Village Manager prior to the commencement of the leave of absence.

Section 9.7. Family and Medical Leave Act of 1993. The parties agree that the Village may take whatever reasonable steps are deemed to be needed to comply with the Family and Medical Leave Act of 1993, as amended.

## ARTICLE X

# EMERGENCY LEAVE AND DISABILITY BENEFITS

Section 10.1. Definition and Method of Accrual. Commencing the first day for illness involving in-patient hospitalization or out-patient surgery and fourth day for illness involving home confinement, employees shall be placed on paid emergency leave status provided they have sufficient accrual in accordance with the following schedule based on years of seniority:

	Years of Seniority	Emergency Leave Days Earned
I	Less than one year	0
1	1 - 2 years	10
3	3 years	20
4	4 years	30
5	5 years	40
$\epsilon$	5 years	50
7	7 years	65
8	3 years	80
9	) years	95
1	10 years	110
1	11 - 16 years	150
1	17 - 20 years	200
C	over 20 years	260

Emergency leave may also be used for off the job injury of disability or quarantine due to a contagious disease. Emergency leave may not be arbitrarily and unreasonably denied.

Emergency leave shall not be granted for personal reasons, or for routinely scheduled medical, dental or optical appointments. Such absences may be charged to compensatory time.

Section 10.2. Emergency Leave Days. Emergency leave days used shall be deducted from the maximum accrual based on the employee's years of service.

Section 10.3. Emergency Leave. The Chief or designee may grant emergency leave taking into consideration length of service of the employee; past performance of duties; previous use of emergency leave; attendance; ability of the operating unit to absorb work of the employee without the addition of new personnel; and such other factors as will give equitable consideration to the interest of the employee and grant additional emergency leave to a maximum of one year.

Section 10.4. Emergency Leave. The Chief or designee may deny the emergency leave or pay to an employee for unexcused absence for excessive intermittent or excessive regular absences because of illness or physical inability to perform the assigned duties of his position.

<u>Section 10.5. Emergency Leave</u>. Emergency leave shall not be granted for injuries or illness resulting from employment in any other business, position, or occupation.

Section 10.6. Disability Benefits. Employees who are injured on the job shall be eligible for disability benefits in accordance with applicable state law. Notwithstanding any other provision in this Agreement, no paid sick leave days will be accrued or earned while on a work-related disability leave and no vacation days or holidays will be accrued or earned after the first year on disability leave.

## ARTICLE XI

## VACATIONS

Section 11.1. Eligibility. Annual vacation allowances are based on the number of completed years of continuous service. The annual anniversary date of the most recent start date as a continuous full-time employee shall be the basis of calculating the length of eligible service, for purposes of this Section only. The annual vacation allowances for service periods with the Village are:

Years of Service	Annual Earnings
1st year to 5th anniversary	10 working days
6th year to 12th anniversary	15 working days
13th year to 18th anniversary	20 working days
19th year to 23rd anniversary	25 working days
24th year and over	30 working days

No probationary employee shall be eligible to use accrued vacation until such employee has completed at least 6 months of employment.

Section 11.2. Vacation Accrual. Vacation hours start to accrue with the first payroll period of employment and each subsequent payroll period, for which there is a minimum of sixty (60) paid hours. Inclusive of paid hours are the actual time worked plus, vacation, holiday, authorized sick/emergency leave, compensatory time and other categories of authorized leave "with pay." Vacation hours may also accrue while an employee is off work due to a work-related injury/illness or other authorized unpaid leave of absence which specifically permits continued leave accruals. Vacation hours do not accrue to an employee while on disability leave, authorized leave "without pay" where leave accruals cease, or workers' compensation absences over one (1) year. For the purposes of this Article only (excluding Section 11.4) full-time employment by the Village in a position not covered by this Agreement which immediately

precedes employment in a position covered by this Agreement shall be counted in determining the number of working days of vacation per year that an employee is eligible to receive.

Section 11.3. Vacation Pay. Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

Section 11.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference with each work unit being made on the basis of an employee's seniority as defined in Article VII, Section 7.1. 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 exclusively reserved by the Police Chief in order to insure the orderly performance of the services provided by the Village.

Section 11.5. Limitation on Accumulation of Vacation. Earned vacation shall normally be taken within one year after it is earned. Employees may have accruals of vacation leave up to an amount equal to one-and-one-half times the employee's annual earnings based on their length of service (e.g., three (3) weeks for two (2) weeks annual earnings, four and one half (4 1/2) weeks for three (3) weeks annual earnings, etc.). Vacation hours cease to accrue biweekly when the individual employee's maximum accrual limit is reached.

Section 11.6. Pay for Earned but Unused Vacation Upon Termination. Except with respect to an employee covered by Section 11.5 above, if at time of termination an employee has earned but unused vacation time, 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. Except as provided in this Section, there shall be no salary payment made in lieu of vacation.

#### ARTICLE XII

## **HOLIDAYS**

In lieu of holidays, employees covered by this Agreement shall receive nine (9) days off per fiscal year. Effective May 1, 2023, employees covered by this Agreement shall receive ten (10) days off per fiscal year. Said days accrue when the actual holiday designated below occurs. The nine holidays are as follows:

New Year's Day	MLK Day**	President's Day
Memorial Day	July 4 <sup>th</sup>	Labor Day
Thanksgiving Day	Day After Thanksgiving*	Christmas Eve*
Christmas Day		

<sup>\*</sup>Effective calendar year 2021

Holidays will be prorated for new hires and for separations (including retirements) based on the actual date of the hire/separation in relation to the actual holiday. Thus, if an employee uses a day off under this Section before the day accrues and then separates from Village service for any reason, the employee shall be obligated to repay the Village for the day(s), the amount of which may be deducted from the employee's paycheck. (E.g., if an employee takes nine days off between January 1 and December 20, and resigns effective December 20, the employee would owe the Village two day's pay, since the employee's eighth and nineth day off would not accrue until Christmas Day occurs. Similarly, if a new employee is hired on July 5, such employee will only accrue five (5) days for use during the calendar year.)

Days off accrued under this section are to be scheduled based on the employee's request and with the approval of the Police Chief or his designee. In order to be eligible to receive pay for any of the up to nine (9) scheduled days off, the employee must work his full scheduled day {00756395.DOCX v. 2}

<sup>\*\*</sup> Effective May 1, 2023

before and after the scheduled day off unless proof of sickness or excusable absence is established to the satisfaction of the Police Chief. Unused days off shall be forfeited without compensation; there shall be no carryover from one fiscal year to the next.

When an employee is called in from his regularly scheduled day off to work on the actual day of the holiday, the employee shall be paid time and one-half his regular straight-time hourly rate of pay for all hours worked on said holiday outside of the employee's regularly scheduled hours of work.

## ARTICLE XIII

# SALARIES AND OTHER COMPENSATION

Section 13.1. Salaries. Effective May 1, 2022, employees covered by this Agreement shall receive a 2.5% cost of living increase. Employees employed on the date of ratification shall also receive a three thousand dollar (\$3,000) ratification bonus. The ratification bonus will not be added to the employees' base salary.

Effective May 1, 2023, employees covered by this Agreement shall receive a 3.0% cost of living increase. Employees employed on April 30, 2024, shall also receive a six thousand dollar (\$6,000) retention bonus as a quid pro quo for the new hire wage. scale The retention bonus will not be added to the employee's base salary.

Effective May 1, 2024, employees covered by this Agreement shall receive a 3.0% cost of living increase. Employees employed on April 30, 2025, shall also receive a six thousand dollar (\$6,000) retention bonus as a quid pro quo for the new hire wage. scale The retention bonus will not be added to the employee's base salary.

The following represents the wage scales for employees hired before May 1, 2023:

# **Employees Hired Before May 1, 2023**

			,		• /			
Current		5/1/2022		5/1/2023		5/1/2024		
Step	<u>Hourly</u>	<u>Annual</u>	<b>Hourly</b>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<b>Hourly</b>	<u>Annual</u>
A	\$39.03	\$81,185	\$40.01	\$83,215	\$41.21	\$85,711	\$42.44	\$88,283
В	\$40.98	\$85,238	\$42.00	\$87,369	\$43.26	\$89,990	\$44.56	\$92,690
C	\$43.03	\$89,501	\$44.10	\$91,738	\$45.43	\$94,491	\$46.79	\$97,325
D	\$45.18	\$93,971	\$46.31	\$96,320	\$47.70	\$99,210	\$49.13	\$102,186
E	\$47.43	\$98,657	\$48.62	\$101,124	\$50.08	\$104,157	\$51.58	\$107,282
F	\$49.72	\$103,414	\$50.96	\$106,000	\$52.49	\$109,180	\$54.06	\$112,455
F+	\$51.05	\$106,193	\$52.33	\$108,848	\$53.90	\$112,113	\$55.52	\$115,477

Employees Hired on or after May 1, 2023 are subject to the following wage scale:

**Employees Hired On or After May 1, 2023** 

			+2.50%	+3.00%	+3.00%
Step	Service	Current	May 1, 2022	May 1, 2023	May 1, 2024
A	Start	\$77,594	\$79,534	\$81,920	\$84,377
В	After 1 yr.	\$80,698	\$82,715	\$85,197	\$87,753
C	After 2 yrs.	\$83,926	\$86,024	\$88,605	\$91,263
D	After 3 yrs.	\$87,283	\$89,465	\$92,149	\$94,913
E	After 4 yrs.	\$90,774	\$93,043	\$95,835	\$98,710
F	After 5 yrs.	\$94,405	\$96,765	\$99,668	\$102,658
G	After 6 yrs.	\$98,181	\$100,636	\$103,655	\$106,764
Н	After 7 yrs.	\$102,109	\$104,662	\$107,802	\$111,036
H+	After 8 yrs.	\$106,193	\$108,848	\$112,113	\$115,477

Effective November 1, 2024, there will be an equity adjustment applied to all steps, if necessary, in a percentage amount that will place the top step F+ (or H+ for employees hired on or after April 1, 2023), Skokie police officer salary in the middle of the top step salary for the comparable communities (including Skokie) which rank 6<sup>th</sup> and 7<sup>th</sup> among the communities that the parties have historically used for comparability purposes. Contracts from all comparable communities shall be assessed for purposes of calculating potential equity adjustments on November 1, 2024, regardless of the status of the comparable community contract. In communities with unsettled contracts, no assumptions will be applied regarding future wage increases.

Section 13.2. Retroactivity. Employees covered by this Agreement who are still on the active payroll as of the beginning of the payroll period immediately following the execution of this Agreement shall receive a retroactive payment which shall be based on the difference between the salary they received between May 1, 2022 and the beginning of said payroll period and the salary they would have received during the same period of time based upon the foregoing salary schedule for all hours paid during this time period,

provided that any employee who died or retired after May 1, 2022, but before execution of this Agreement shall also be eligible for retroactive pay based on hours paid after May 1, 2022.

Section 13.3. Step Increments. For employees hired before April 1, 2023, 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. For employees hired on or after April 1, 2023, advancement from Step A to Step B, and advancement to Step C or higher to the next higher step up to Step H shall be at yearly intervals.

New employees who have successfully completed the Police Academy prior to being hired by the Skokie Police Department and have less than two years of law enforcement experience may, at the Village's sole option, be started at Step B, in which case the employee will advance to Step C upon successful completion of 12 months of employment.

New employees may, at the Village's sole option, be hired at Step C if they have both: 1) successfully completed the Police Academy prior to being hired by the Skokie Police Department; and 2) completed two or more years of prior law enforcement experience. Prior law enforcement experience shall only include full time, continuous experience, and the employee must not have had a break in service of more than six (6) months prior to being hired by the Skokie Police Department. Breaks in service caused by military service that are substantiated by military service records shall not disqualify an employee from starting at Step C if the employee otherwise qualifies. Employees who are started at Step C will advance to Step D upon successful completion of 12 months of employment.

To be eligible for step advancement the employee must meet departmental standards during the prior 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 recommended for Step F+ based on

sustained above average performance during the prior evaluation period. Receipt of F+ for a given year does not guarantee that the employee will receive Step F+ in the following year. If an employee alleges that he has been arbitrarily and capriciously denied Step F+, the employee or the Council may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.

Section 13.4. Longevity Pay. Employees on the active payroll with the Village in a position covered by this Agreement shall receive monthly longevity pay in accordance with the following schedule:

Years of Seniority	Monthly <u>Amount</u>
8 years but less than 15 years	\$66.66
15 years but less than 20 years	91.66
20 years but less than 25 years	116.66
25 years or more	145.83

Section 13.5. Field Training Officer Pay. An officer who is assigned and determined to be qualified as a Field Training Officer shall be paid one hour's pay at the officer's straight-time hourly rate of pay for each shift that the officer serves as the Field Training Officer and submits a daily observation report.

### ARTICLE XIV

## **INSURANCE**

Section 14.1. Comprehensive Medical/Dental Program. The comprehensive medical insurance program (including HMO's) and dental insurance program that was in effect when this Agreement was ratified shall be continued during the remainder of the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, HMO's, benefit levels, or to self-insure as it deems appropriate, so long as the new basic coverage and basic benefits are substantially similar to those which predated this Agreement. Employees may elect single or family coverage in one of the health plans offered by the Village during the enrollment period established by the Village. The employee shall pay 14% 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, 2017, 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. Effective June 1, 2020, the employee shall pay 15% 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.

Section 14.2. 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 and/or to self-insure this benefit as long as the \$45,000 is maintained.

Section 14.3. 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 mandatory out-patient elective surgery for certain designated surgical procedures.

Section 14.4. Terms of Policies to Govern. The extent of coverage under the insurance policies referred to in Section 14.1 of 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; provided, however any employee who has a question concerning coverage may present it to the Village's HR Director and the HR Director, in turn, shall make appropriate inquiry and advise the employee of the status of the matter.

Section 14.5. 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 14.6. Retirement Health Savings Plan. Effective the first payroll period beginning on or after the signing of the contract that is the successor to the parties' 2015-19 contract, an amount equal to one percent (1%) of each participating bargaining unit member's base salary shall be deducted from each bargaining unit member's paycheck and shall be placed into a Retiree Health Savings (RHS) Plan for each bargaining unit member. If approved by a simple majority of bargaining unit members, the Union will have the ability to increase the amount deducted once per calendar year. The Union will be responsible for notifying the Village Finance Director of this increase. All contributions to the RHS plan 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 RHS plan for deposit with the Trustee of the Plan. Bargaining unit members shall be responsible for RHS plan administrative fees. This one percent payroll deduction will not be deemed to decrease a bargaining unit member's annual salary as set forth in Section 13.1 Salaries, of this agreement that is used in determining the amount of a bargaining unit member's pension. The purpose of this section is to establish an employee-funded post-retirement medical account at no cost to the Village that can be used by the employee following separation of service from active duty to pay for eligible medical expenses. Illinois Public Pension Fund Association (IPPFA) is the vendor the Union selected.

The Union shall indemnify and hold harmless the Village and their representatives and agents 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 by the Union and/or the plan administrator selected by the Union to administer the Retirement Health Savings Program to implement the retiree health saving program.

### ARTICLE XV

# MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Council 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 goods or services are made or purchased; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without 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 XVI

# SAFETY COMMITTEE

A Safety Committee composed of two persons designated by the Police Chief and two persons designated by the Council shall meet monthly upon request for the purpose of discussing matters of mutual concern relating to safety issues. The Safety Committee, or a minority thereof, may make written recommendations concerning safety issues to the Police Chief or designee, but such recommendations shall be advisory only. Within fourteen (14) calendar days of receipt of the report from the Safety Committee, or a minority of the Committee, the Police Chief or his designee shall set forth in writing his response to the report and recommendations. Matters subject to review by the Accident Review Board shall not be subject to review by the Safety Committee. The Village shall comply with applicable federal and state laws governing the safety of employees covered by this Agreement.

### ARTICLE XVII

## **MISCELLANEOUS**

Section 17.1. Gender of Words. The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 17.2. Medical Examinations. If there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the Village may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the Village.

Section 17.3. Application of Agreement to U.S. Customs Unit and Other Special

Assignment Employees. Notwithstanding anything to the contrary in this Agreement, officers who are assigned to U.S. Customs or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and officers assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of U.S. Customs applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 17.4. Precedence of Agreement. If there is any conflict between the specific provisions of this Agreement and the specific provisions of any Village ordinance or the specific provisions contained in the Village's Personnel Policy and Procedure Manual which may be in effect from time to time, the specific terms of this Agreement, for its duration, shall take precedence.

Section 17.5. Bill of Rights. Nothing in this Agreement shall be construed to preclude the applicability of the Peace Officer Bill of Rights as set forth in 50 ILCS 725/1 et seq., but said Bill of Rights shall not be incorporated herein by reference. Furthermore, nothing in this Agreement shall be construed to waive employees' Weingarten rights pursuant to the Illinois Public Labor Relations Act.

Section 17.6. Drug and Alcohol Testing. In order to help provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the Village may require employees to submit to a random urinalysis test and/or other appropriate test up to four times per year per employee at a time and place designated by the Village. In addition, drug and alcohol testing may also be required where there is reasonable suspicion for such testing or where the employee is involved in a motor vehicle accident where the following is present:

- 1. A fatality occurs;
- 2. The employee receives a citation;
- 3. An injury occurs requiring treatment at a medical facility; or
- 4. Any vehicle is towed away from the scene of the accident because the vehicle sustained damage that renders the vehicle inoperable (e.g. not immediately repairable at the scene).

For reasonable suspicion for such testing, the Village will require at least one supervisor (two supervisors when practicable) to observe and to confirm the behavior of the employee prior

to the order to undergo "reasonable suspicion testing". The Village will also provide the employee tested a written statement within forty-eight (48) hours setting forth the reasons the order was given.

The Village shall use only licensed laboratories for such testing and shall be responsible for maintaining 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/screening results in a positive finding, a confirmatory (GC/MS or a scientifically accurate equivalent) shall be conducted. An initial positive test/screening result shall not be submitted to the Village unless the confirmatory test result is also positive as to the same sample. 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 in accordance with their procedures (currently for a period of 13 months) 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 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.

The results of any positive tests shall be made available to the Village on a confidential "need to know" basis. The first time an employee tests positive for substance abuse involving something other than a proscribed drug, the employee shall be required to enter and successfully complete the Village's Employee Assistance Program ("EAP") during which time the employee may be required to submit to random testing with the understanding that if the employee again

tests positive the Village can take such action as the Village in its discretion deems appropriate. If an employee tests positive for the use of a proscribed drug (i.e., an illegal drug, contraband), the Village can take such action as the Village in its discretion deems appropriate.

Notwithstanding the foregoing, the Village retains the right to take such action as the Village in its discretion deems appropriate if an employee consumes alcohol while on duty

The illegal use, sale or possession of proscribed drugs at any time while employed by the Village, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline including termination. Any dispute concerning an alleged violation of the specific terms of this Section shall be subject to resolution in accordance with the provisions of the grievance and arbitration procedure set forth in Article V of this Agreement.

Moreover, employees are prohibited from voluntarily possessing or using marijuana or cannabis in any form, on or off duty, even though Illinois law may permit certain individuals to possess and use marijuana and cannabis. This prohibition of possession does not apply to the possession of marijuana and cannabis by Skokie police officers when carrying out assigned duties in their official capacity as sworn law enforcement officials (e.g., seizing marijuana and cannabis for evidentiary purposes as part of an arrest).

Pursuant to 50 ILCS 727/1-25, any bargaining unit member who discharges their firearm causing death or injury to a person or persons, during the performance of their official duties or in the line of duty must submit to drug and alcohol testing. The drug and alcohol testing shall take place as soon as practical, but no later than the end of the involved bargaining unit member's tour of duty. The Village may adopt implementation policies and procedures that are consistent with the foregoing.

The Village shall indemnify and hold harmless the Council and their representatives and agents 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 by the Village to implement the provisions of this Section.

Section 17.7. Impasse Resolution. Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with the Alternative Impasse Resolution Procedure attached as Appendix B and incorporated herein by reference.

Section 17.8. Quartermaster System. The amount which each employee is allotted under the Village's quartermaster system shall be \$775 per fiscal year (pro rata if employed less than a year) for the purchase of uniforms and related equipment shall continue for the term of this Agreement; provided, however, an employee may be reimbursed up to \$100 out of said allowance for uniform maintenance or repair where the employee submits receipts documenting the cost of such uniform maintenance or repair. Employees may purchase their approved uniforms and related equipment at any Skokie Police Department approved vendor.

Each employee assigned to the Investigations Division or the Crime

Prevention/Community Relations Unit shall be allotted \$925 per fiscal year (pro rata if employed less than a year). To be reimbursed such employee must submit receipts documenting the cost of the clothes.

Effective April 30th of 2022, Officers will not accrue more than 4 years' worth of uniform quartermaster funds. Officers will be permitted to carry over no more than 3 years' worth of quartermaster funds from one fiscal year to the next.

Employees may purchase out of their allotted quartermaster funds their own type ballistic vest that meets the standards that have been established by the National Institute of Justice and protection level authorized by the Department.

The Union and the Village desire to participate in the Department of Justice Bulletproof Vest Partnership Grant Program (Grant Program) established pursuant to Section 521 of title I of the Omnibus Crime Control and Safe Streets Act of 1968. In furtherance of this desire, the Village agrees to submit a grant request for 50% of the cost of a vest that an officer purchases which is on the Department of Justice Bullet Armor Compliant Product list. If the grant request is approved and the Village receives a grant, the amount of the grant thus received by the Village shall be credited to the officer's quartermaster fund. Example: If the grant eligible vest cost \$1,000 and the Village receives a grant of \$500 to pay for 50% of the cost of the vest, \$500 shall be credited to the officer's quartermaster fund.

All operational unit members shall comply with the Skokie Police Department's written policy requiring operational members to wear an armor vest or body armor. The Department's written policy shall comply with all the requirements concerning the wearing of vests or body armor that are established by the Grant Program. In accordance with the DOJ's grant guidelines, an officer is limited to the purchase of one grant-eligible vest in the same vest replacement cycle, e.g., once every five (5) years.

The Village will provide employees who are assigned to the Tactical Intervention Unit with the basic set required uniform items with no charge to the employee's uniform allotment (i.e., 2 pair of pants, 2 blouses, 4 t-shirts, 1 pair of boots, 1 duty rig, 1 baseball-type hat, and 1 field jacket with liner). The Village shall also provide all required equipment for employee(s) assigned as NIPAS officer(s). Employees assigned to the Tactical Intervention Unit or as NIPAS

officer(s) shall return any Village provided uniforms/equipment if they leave the Village's employ or if they are no longer assigned to the Tactical Intervention Unit. The Village will replace basic uniform items for employees assigned to the Tactical Intervention Unit or as NIPAS officer(s) as they become worn out or damaged, provided that the employee must turn in worn out/damaged uniform items to his TIU commander and receive approval from him to replace the item or items in question. It is understood that equipment items may be appropriately repaired rather than replaced if it is reasonable to repair the item. Unless an employee does not turn in worn out/damaged uniform and equipment items, the employee shall not be required to use his uniform allotment to replace said items.

The Village will reimburse an employee for a total amount up to Two Hundred Dollars (\$200.00) per fiscal year for lost or damaged personal property, such as prescription glasses or time pieces, provided: a) such personal item was not covered by the quartermaster system or uniform allowance; b) the loss or damage occurred in the line of duty; and c) restitution was not obtained through the court system or other means (including insurance). The amount of any reimbursement provided in this paragraph will be deducted from the employee's annual uniform allowance.

Notwithstanding these provisions, should the Village make any changes to the mandatory uniform and/or equipment requirements during the term of the Agreement, the Village shall purchase such items for all employees without any deductions from the employees' annual uniform allotments.

Section 17.9. Physical Fitness Program. In order to maintain and improve efficiency in the Police 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 as long as the employee makes a good faith effort to meet any such goals. Before any such program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

Section 17.10. Outside Employment. No employee shall engage in outside employment (which includes self-employment) unless the Police Chief, in accordance with applicable policies that may be in effect from time to time, has approved outside employment. Except during an employee's vacation period, approved outside employment shall not exceed twenty (20) hours per week. Any change in the nature or extent of an employee's approved outside employment shall be subject to the Police Chiefs prior approval. If an employee believes that the Police Chief has acted arbitrarily in denying a request to engage in outside employment, in denying a request to change the nature or extent of previously approved outside employment, or in withdrawing approval to engage in outside employment, he may file a grievance in accordance with the provisions of this Agreement.

Section 17.11. 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, provided that a police officer may be reimbursed up to an annual maximum of One Thousand Dollars (\$1,000).

Section 17.12. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

Section 17.13. Death Benefit. The Village will reimburse an employee's estate up to \$7,500 for funeral expenses if the officer dies while on duty.

<u>Section 17.14. Retiree Separation Benefits</u>. The following provisions shall govern retiree separation benefits:

- 1. The official date of retirement will be the day after the last day that the employee was paid.
- 2. Except as provided in 3.B below, the accrual of vacation, sick leave and holidays will all cease at the end of the last day actually worked.
- 3. An employee who is retiring shall have one of the following two options:
  - A. An option to receive a severance payout for accrued but unused vacation in a lump sum on the last paycheck issued following the last day worked. If this option is selected, the amount of the severance payout will be based on the accrued but unused vacation as of the last day actually worked.

#### OR

- B. The option to receive a severance payout for accrued but unused vacation over subsequent consecutive payroll period(s). If an employee selects this option, the retirement date becomes the next day after the last day of the run out and pension payments will not start until after the last day of the run out. During the run out, an employee shall be eligible to continue to accrue vacation benefits, receive paid holidays (pro-rated), and receive any salary increases and/or longevity pay increases that become effective during the period of the run out.
- 4. An employee with at least twenty (20) or more years of continuous full-time service at time of retirement and who notifies the Police Chief in writing at least ten (10) days in advance of the last date of work prior to retirement shall be entitled during his last year of employment to an extra 8-hour shift of vacation for each full year of employment. This extra vacation time must be taken off in the twelve (12) month period prior to retirement, and is intended to allow the employee additional time to adjust and prepare for retirement. Any unused RVA at the time of the employee's retirement will be paid out with any other accrued, but unused vacation. There shall be no accrual of any benefits while using RVA.
- 5. If an employee opts to receive a severance pay out over subsequent consecutive payroll period(s) rather than as a lump sum and the employee is also eligible for the retirement vacation allowance benefit and opts for additional paid time off rather than a lump sum, the severance payout shall be run out first.

6. Intermittent or isolated sick leave may not be used while an employee is on a severance payout run out or while the employee is using RVA. Accrued sick days may be used for absences resulting from a long term, extended illness or disability that would otherwise qualify the individual for a nonduty-related disability pension.

### ARTICLE XVIII

## DISCIPLINE AND DISCHARGE

The Village agrees that non-probationary employees may be disciplined and discharged only for just cause. Where the Police 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 or fine
- (d) demotion
- (e) discharge

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

- 1. <u>Police Chiefs Authority to Discipline and to Suspend Pending Investigation and/or Hearing</u>
  - (a) The Police Chief or his designee shall have the disciplinary authority:
    - (1) To reprimand or suspend employees without pay as a disciplinary measure up to a maximum of 5 duty days in accordance with 65 ILCS 5/10-2.1-17 and the rules and regulations of the Skokie Fire and Police Commission effective May 1, 1994. 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 5 duty days up to 30 calendar days, demotion or discharge.
  - (b) The Police 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 <u>Cleveland Board of Education v. Loudermill</u>, 470 U.S. 532 (1985).
- (c) If the Police 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 Police Chief or his designee:
  - (1) If the employee elects to have the 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 May 1, 1994.
  - (2) If the employee elects to file a grievance as to the disciplinary action, the grievance shall be processed in accordance with Article V 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 Police 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 Fire and Police Commissioners ("Board of Fire and Police Commissioners") or through the grievance and arbitration procedure set forth in Article V of this Agreement. The employee shall notify the Village of his election in writing within 10 calendar days of receiving the Police Chiefs 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, is appealed to the grievance and arbitration procedure set forth in Article V of this Agreement.
- 3. <u>Board of Fire and Police Commissioners' Option</u>. 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 in this Article. Where the Police 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 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 May 1, 1994, 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 4. Any appeal to the grievance and arbitration procedure shall be signed by a representative of the Council 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 arbitrable 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 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. <u>Finality of Decision and Judicial Review</u>. 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 Council, and the Village, subject only to an appeal in accordance with the provisions of Illinois law applicable to the option elected, i.e.:
  - (a) <u>Board of Fire and Police Commissioners' Option</u>: 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, 65 ILCS 5/10-2.1-17.
  - (b) <u>Arbitration Option</u>: 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, 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 discipline shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be applicable under either 65 ILCS 5/10-2.1-17, or the Rules and Regulations of the Village of Skokie Board of Fire and Police Commissioners.

### ARTICLE XIX

# **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

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

# ARTICLE XX

# **SAVINGS CLAUSE**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, Section or portion thereof specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

### ARTICLE XXI

## DURATION AND TERM OF AGREEMENT

Section 21.1. Termination in 2025. This Agreement shall be effective as of the day after the contract is executed by both parties unless otherwise specifically provided in this Agreement and shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) 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.

Executed thisday of	, 2023.
VILLAGE OF SKOKIE	ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

# APPENDIX A

EUROLO I			Lodge No.
Grievant's Name:	Last Fi	est M.I.	к
			Year
	STEP C	NE	\
Article(s) and Sec	tions(s) of Contract v	iving Rise to Grievance: iolated:	Grievance
		·	No.
		Date/Time:	
	EMPLOYER'S ST	FOP Representative Signature EP ONE RESPONSE	
Employer Rep	resentative Signature	Position	
Person to Wh	nom Response Given	Date	<del></del>
produce and the second	STE	P TWO	
Reasons for Advance	Grade of Control of		
Given To:		Date/Time:	
Grievant's S		FOP Representative Signature  EP TWO RESPONSE	
	TO G MAIOHAM	ME SHO MANE VINDE	
			<u>1</u>
Employer Rep	resentative Signature	Position	<del></del> -1
Person to Wh	om Response Given	Date	

STEP THI	REE
easons for Advancing Grievance:	
diven To:	Date/Time:
Grievant's Signature	FOP Representative Signature
EMPLOYER'S STEP T	
Employer Representative Signature	Position
Person to Whom Response Given	Date
STEP FO	our .
Given To:	Date/Time:
Grievant's Signature	Date/Time: FOP Representative Signature
	FOP Representative Signature
Grievant's Signature  EMPLOYER'S STEP E	FOP Representative Signature
Grievant's Signature  EMPLOYER'S STEP F	FOP Representative Signature FOUR RESPONSE
EMPLOYER'S STEP E  Employer Representative Signature  Person to Whom Response Given  REFERRAL TO ARBITRATION by II	FOP Representative Signature FOUR RESPONSE  Position  Date
Grievant's Signature  EMPLOYER'S STEP F  Employer Representative Signature  Person to Whom Response Given  REFERRAL TO ARBITRATION by II	FOP Representative Signature FOUR RESPONSE  Position  Date

#### APPENDIX B

### ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

WHEREAS, the provisions of § 14(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution;

NOW, THEREFORE, based upon the mutual benefits and consideration set forth herein, the receipt and sufficiency of which for each party is hereby acknowledged, the Village and the FOP agree to the following Alternative Impasse Resolution Procedure:

Section 1. Authority for Agreement. The parties agree that the statutory authority for this Agreement is § 14(p) of the Illinois Public Labor Relations Act ("Act"). The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Illinois FOP labor Council (hereinafter "Council") that are subject to the negotiations for a successor Agreement.

Section 2. Selection of Arbitrator and Naming of Panel. The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to \$14, they will engage in the arbitration of impasses procedure described in the Act and the Rules and Regulations of the Illinois Labor Relations Board ("Board"), subject to the following:

(a) <u>Service of Demand for Mediation</u>: The parties agree that a Demand for Mediation filed by either party upon the other prior to May 1, 2022 (or prior to May 1 in any subsequent year if the Agreement is automatically renewed pursuant to the provisions of Article XXI, Section 1), with respect to the negotiations for a successor Agreement shall be deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be

deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation;

- (b) <u>Arbitrator Selection Process</u>. The parties agree that notwithstanding the filing and service of any Demand for Mediation by either party, the selection of an arbitrator will be delayed until such time as either party serves upon the representative of the other, in writing by certified mail, a demand that the arbitrator selection process be commenced, provided that at least one month of mediation has occurred. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining with the advice and assistance of the Mediator from FMCS if requested by either party;
- (ii) Within seven (7) days of the receipt by the other party of the written demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three-member panel of arbitrators as provided in the Act;
- (iii) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service ("FMCS") for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Village and the Council shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. The parties agree to engage in the following ranking process for purposes of determining which of the seven (7) arbitrators on the panel shall serve as the neutral arbitrator, provided that each party may strike or cross out not more than two (2) of the arbitrators on the panel before ranking the remaining arbitrators on the panel. Each party shall have fourteen (14) calendar days from the date the panel list is received from the FMCS to number the names on the panel list in order of preference and return the list to the FMCS. In accordance with the designated order of mutual preference, the FMCS shall invite the acceptance of the arbitrator to

serve. In the event that the arbitrator declines or is unable to serve, the FMCS shall invite the next arbitrator in designated order of mutual preference to so serve. In the event that he declines or is unable to serve, the parties agree to jointly request a new panel of seven (7) arbitrators from the FMCS and commence the selection process anew. It is further agreed that the FMCS's role and participation in the arbitration process shall be strictly limited to providing the panel(s) and administering the selection process. Once an arbitrator has been selected by means of the parties' ranking of the members of the panel, the FMCS's participation in the arbitration proceedings shall be terminated. The parties shall divide equally any costs associated with the FMCS administering the selection process. The parties shall inform the FMCS of this limited role by joint letter at the time the first panel is requested;

- (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board.
- (c) <u>Issues in Dispute and Final Offers</u>. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:
- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining; provided, however, that each party agrees that it will notify the other of any issue that it regards as a non-mandatory subject of bargaining not later than the first negotiation meeting where the issue is substantively discussed. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board [Section 1200.14 3]. Either party may file

a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.

- (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.
- Authority and Jurisdiction of Arbitrator. The parties agree that the neutral (d) arbitrator shall not function as a mediator unless mutually agreed by the Village and the Council. The arbitrator selected and appointed to resolve any disputes that may exist in these negotiations shall have the express authority and jurisdiction to award increases or decreases in wages and, if applicable, all other forms of compensation retroactive to May 1, 2022 (or prior to May 1 in any subsequent year if the Agreement is automatically renewed pursuant to the provision of Article XXI, Section 1) for the negotiations for a successor Agreement, provided that one party has served upon the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other party a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages or other forms of compensation.
- (e) Discretion and Judgment of Arbitrator. The parties do not intend by this

  Agreement to predetermine or stipulate whether any award of increased or decreased wages or

other forms of compensation should in fact be retroactive, but rather intend to insure that the arbitrator has the jurisdiction and authority to so award retroactive increases or decreases, provided a timely jurisdiction Demand for Mediation been submitted by one party, should he in his discretion and judgment believe such an award is appropriate.

- (f) <u>Conduct of Hearings</u>. The parties agree that all arbitration hearings shall be conducted as follows:
- (i) 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;
- (ii) The hearings shall begin within thirty (30) days of the notification from the FMCS that the arbitrator selected 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;
- (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. 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;
- (iv) 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;
- (v) 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.

Section 3. Remaining Provisions of § 14. Except as expressly provided in this Agreement, the parties agree that the provisions of § 14 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur over the negotiations for a successor Agreement.

VILLAGE OF SKOKIE	ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNSEL

#### APPENDIX C

### SIDE LETTER OF AGREEMENT

WHEREAS, the Village of Skokie ("Village") and the Illinois Fraternal Order of Police Labor Council ("FOP") are parties to a collective bargaining agreement with a term from May 1, 2015 through April 30, 2019 ("CBA");

WHEREAS, the Village implemented a policy requiring all police recruits to sign a "Candidate Reimbursement Agreement" requiring employees to reimburse certain costs associated with the process of screening and training new officers if the officer did not remain employed with the Village for a specified period of time;

WHEREAS, the FOP filed a grievance alleging the use of the Candidate Reimbursement Agreements was a violation of the CBA; and

WHEREAS, the Village denies the grievance in its entirety, and an arbitration hearing was scheduled with Arbitrator Ed Benn; and

WHEREAS, without waiver of their legal positions and without admitting guilt or liability, the parties mutually desire to resolve their dispute without further litigation.

# NOW, THEREFORE, the parties agree as follows:

- Effective the date this Side Letter is executed by both the Village and the FOP, the Village shall not have new candidates or recruits use the Candidate Reimbursement Agreement that gave rise to the grievance. The Village and the Union agree that the Village shall instead use the Candidate Reimbursement Agreement that is attached to this Side Letter as Exhibit A.
- 2. All employees who signed a Candidate Reimbursement Agreement and who separated from service prior to the execution of this Side Letter of Agreement shall be bound by the terms of the Candidate Reimbursement Agreements which they signed. The Village shall be entitled to enforce those agreements as written, and the Village shall not be required to pay any backpay to former employees who reimbursed the Village pursuant to the terms of those agreements.
- 3. Any employee who signed a Candidate Reimbursement Agreement, but who is still employed by the Village, shall not be bound by the terms of the prior Candidate Reimbursement Agreement. All employees who signed a Candidate Reimbursement Agreement and are still employed by the Village will instead be bound by the terms of the Candidate Reimbursement Agreement attached as Exhibit A.
- 4. For administrative ease, the Village is not required to have current employees sign new copies of the agreed version of the Candidate Reimbursement Agreement. Instead, the Union agrees on their behalf that if they separate from service prior to attaining the required years of service specified in Exhibit A, all employees shall be bound by the

(00429566.DOCX v. 1 )

terms of the attached Candidate Reimbursement Agreement which will be prepared and signed at the time of separation.

The parties agree to split equally any costs or fees of Arbitrator Benn and any court reporting costs. The parties shall otherwise bear their own fees and costs.

For the Village of Skokie

For the Illinois Fratemal Order of Police, Labor Council:

Date:

5/1/17

Destac

{00429566JDOCX v. 1}



Name of Candidate:	
Date:	

# Village of Skokie Candidate Reimbursement Agreement Police Officer

This Candidate reimbursement Agreement is entered into as of the data written above, between the Village of Skokie, Illinois, and the Candidate.

The Candidate has been selected by the Village to serve the Village as a Police Officer and the Candidate has agreed to be employed by the Village as such. In connection with such employment, the Village of Skokie will incur certain substantial expenses in the selection process, training of entry-level persons and provision of uniform items and equipment to the Candidate.

The Candidate acknowledges that, in the event the Candidate resigns or is terminated within the first three (3) years of employment, the Village will not have realized the value for the expenses it incurred. The Candidate and the Village acknowledge that the value to the Village of the expenses incurred cannot be accurately amortized, but the reimbursement schedule included in this Agreement is a fair and accurate estimate thereof. The Candidate hereby agrees to reimburse the Village for the funds it expends concerning the selection, training and the provision of uniforms and equipment. The expenses are exclusive of any wages or other forms of compensation.

In the event that an employee chooses not to remain with the Village of Skokie during the first thirty-six (36) months of employment, the value of these expenses are lost to the Village. In consideration of the expenses paid or incurred by the Village in anticipation of the Candidate's continued employment with the Village, the terms and conditions contained herein, and other good and valuable considerations, the receipt of which is hereby acknowledged by

Name		Social Security #:	
	(print candidate's full name)		

The Candidate and the Village of Skokie agree to the following terms and conditions of employment:

1) If the Candidate leaves employment prior to the completion of thirty-six (36) months, including but not limited to, the failure to successfully complete the requirements of the probationary period, he/she agrees to reimburse the Village for any and all selection, training, equipment and supply expenses paid or incurred by the Village as set out in paragraph 9 hereafter. Commencement of training begins with the Candidate's first day of employment.

- A. If the Candidate leaves employment with the Village on or before completion of the first twenty-four (24) months of employment, he/she shall pay to the Village all of the actual expenses paid or incurred by the Village as set out in paragraph 9 hereafter.
- B. If the Candidate leaves employment with the Village after completion of the first twenty-four (24) months, but on or before completion of the first thirty-six (36) months, the total amount owed to the Village shall be reduced by two-thirds (2/3) and the remaining one-third (1/3) balance will be decreased by one-twelfth (1/12) for each full month of completed service after the first twenty-four (24) months.
- C. Reimbursement to the Village shall occur within 90 days of the Candidate's last day of employment with the Village. However, if the amount due the Village exceeds \$1,000 owed by the Candidate, at the option of the Village Manager, the Candidate may enter into an agreement with the Village for monthly payments. Such an agreement shall provide for equal monthly payments for a period which shall not exceed nine (9) months from the Candidate's last date of employment with the Village.
- 2) The Village directly or through its agents, contractors or employees, will provide pre-hire/employment evaluations and testing (to include background investigations and post-offer psychological examination and medical examination) and, equipment, supplies, clothing, training and wages for the Candidate in a manner to be determined by the Village and the Police Department.
- 3) Reimbursement of expenses incurred and paid by the Village, as discussed in Paragraph 1 above and as set out in Paragraph 9, is not required in the event that the Candidate must terminate his/her employment due to a disabling illness or injury.
- 4) Reimbursement of expenses incurred and paid by the Village, as discussed in Paragraph 1 above and as set out in Paragraph 10, is not required in the event that the Candidate is terminated from employment due to layoff or reduction in force with the Village of Skokie.
- 5) This agreement shall constitute an express written consent by the Candidate hereunder to authorize the Village within the meaning of the Illinois Wage Payment and Collection Act, 820 ILCS 115/9, to offset against any amount owed the Village by said Candidate, pursuant to this Agreement, with any wages or final compensation due the Candidate by the Village.
- 6) This Agreement is not intended as a contract for employment and is only intended to set forth the obligations of the parties with respect to the cost and potential reimbursement of selection examinations and evaluations, equipment, clothing/supplies, training, and other expenses incurred during the development of the employee.

- This Agreement shall become effective and be deemed dated on the date the last party, as set forth below, executes this agreement.
- 8) This document embodies the entire Reimbursement Agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the Village or the Candidate concerning reimbursement of expenses other than that contained herein.
- Department supplied property will be returned to the Village pursuant to the following conditions:

# Employees with less than two years of service:

All uniform related items (with the exception of academy gym clothing) purchased with uniform allowance monies will be returned to the Village upon separation. Any new or used uniform related item given to the employee from department stock where no allowance was deducted shall also be returned to the Village upon separation.

All Department owned equipment (gas mask, keys, traffic vest, stars, etc.) which had been issued to the employee will be returned upon separation.

Employees will be responsible for replacement costs of any item which is lost, stolen, or returned in a condition of 'beyond normal wear."

In cases where a uniform item was purchased under a Village account and where the employee made full reimbursement for the purchase, the employee may keep those items.

## Employees with two years or more of service:

All Department owned equipment (gas mask, keys, traffic vest, etc.) issued to the employee will be returned upon separation.

Employees will be responsible for replacement costs of any item which is lost, stolen, or returned in a condition of "beyond normal wear."

The parties acknowledge that A(2), A(3) and B are estimated expenses to be reimbursed to the Village by the Candidate, actual expenses for those items will be determined if the reimbursement is assessed. Copies of the charges from the respective vendor for the Psychological, Medical and Academy will be provided at the time of reimbursement. The Village and Union agree that the amounts of reimbursement for A(1), C and D shall be as listed below even though the actual expenses may be higher.

### A. Selection evaluations:

<ol> <li>Background Investigation</li> </ol>	\$ 500.00
(2) Psychological	\$ 525.00
(3) Medical	\$ 650.00
B. Police Academy:	\$ 3,113.00
C. Department Operations Training:	\$ 1,000.00
D. Equipment/Supplies/Clothing	\$ 260.00
Total Estimated Obligations:	\$6,048.00

The Folice Chief (signature)

The Village Manager will confirm (by his/her signature below) only at the time when actual costs are assessed for reimbursement.

Village of Skokie, by:

Village Manager

This Agreement shall be binding on the parties, their successors, executors, administrators, and personal representatives.

The Police Chief will confirm (by his/her signature below) only at the time when actual costs are assessed for reimbursement.

Date Expenses Determined

Village of Skokie, by:

Date

Date

D

Memorandum

**Purchasing Division** 

**Public Works Department** 

TO:

John T. Lockerby, Village Manager

FROM:

Mike Aleksic, Purchasing Agent

Max Slankard, Director of Public Works

DATE:

March 20, 2023

SUBJECT:

Purchase of One Fire Department Ford Expedition Max (Agenda

Item)

Pricing for the replacement of one (1) Ford Expedition Max was obtained through Community Ford of Bloomington Government Purchasing

**Budget Amount** 

Account Number:

**Project Number:** 

\$90,000

020-6000-407.07-42

OR63251

#### Tabulation:

Community Ford of Bloomington, Indiana 47401

### Recommendation:

It is recommended that the award for one (1) 2023 Ford Expedition Max be made to Community Ford of Bloomington, Indiana in the amount of \$59,802.25.

# Comments:

The FY2023 CIP budget provides funding for the replacement of one (1) Ford Expedition Max SUV, which will serve as the Incident Command Vehicle for the Fire Department. An Incident Command Vehicle can be described as a mobile office or EOC on wheels, driven by the Battalion Chief assigned to the 24-hour shift, in charge of Emergency Mitigation, Fire Suppression and Rescue Operations, sometimes for long derations. The need for a vehicle this size is to contain all the equipment necessary to support the tasks and assignments of fire fighters at any emergency scene. Some of the equipment within the vehicle include power for emergency lighting, the Knox Box system, 2 computers, 8 emergency radios, thermal imaging cameras ("TIC"), on scene video cameras and numerous other electrical equipment as well as personnel.

Electric vehicle and hybrid replacement options for this vehicle were extensively explored; however, due to the nature of how this vehicle is used these opportunities are not feasible at this time. This vehicle is on call 24-hours a day and often out for hours at a

time while fire crews are working multiple calls and can also be dispatched to provide mutual aid to a neighboring community. EV battery technology isn't adequate yet to maintain a vehicle of this size without the need for recharging and the duration and random nature of emergency responses precludes this operational predictability.

The new vehicle will be replacing a 2010 Ford Expedition XLS that will have in excess of 60,800 miles at the time of replacement. This vehicle is also used every day for fire inspections and serves as a reserve ICV when needed. It has been constantly exposed to road salt and other outside elements, causing a large amount of frame and body rust. This unit is also experiencing electrical component failures as well as worn mechanical systems from use and age. It will be disposed of during one of the upcoming government equipment auctions. The remaining budgeted funds will be used to upfit the new vehicle with all the lighting and equipment needed to function as a front line ICV.

The Village is currently dealing with Community Ford for the purchase of 10 Explorer Hybrid vehicles for police and public works and does not foresee any issues or concerns. Community Ford is currently the only dealership honoring a government discount.

cc: Nicholas Wyatt, Assistant Village Manager Jeff Scholpp, Automotive Div. Superintendent



Memorandum

**Purchasing Division** 

**Public Works Department** 

TO:

John T. Lockerby, Village Manager

FROM:

Mike Aleksic, Purchasing Agent

Max Slankard, Director of Public Works

DATE:

April 14, 2023

SUBJECT: Purchase of One Water and Sewer Division EV Full-Size Van (Agenda Item)

Pricing for the replacement of one (1) fleet vehicle was obtained through the Sourcewell, National Auto Fleet Group Contract # 091521-NAF.

**Budget Amount** 

Account Number:

**Project Number:** 

\$48,000

020-6000-407.07-42

OR650E8

### Tabulation:

National Auto Fleet Group, Watsonville CA 95076

### Recommendation:

It is recommended that the award for one (1) Ford E-Transit, be awarded to National Auto Fleet Group, Watsonville CA 95076 in the amount of \$59,255.

#### Comments:

The CIP budget provides funding for replacement of one (1) fleet vehicle for the Water and Sewer Division. The vehicle that will be replaced is a 2012 Ford E350 van (fleet vehicle 132). This vehicle is used daily by the Water and Sewer Division for utility locating. The current vehicle will have accrued more than 105,000 miles at time of replacement. The body and undercarriage have become rusted from the exposure to salt and deicing chemicals. Additional funds will be provided by the vehicle contingency account to cover the inflation costs of the vehicle

The Village has not yet dealt with National Auto Fleet Group but does not foresee any issues. The new unit will be a full-size E-Transit 100% electric van. The retired vehicle will be disposed of through the Northwest Municipal Conference Auction.

cc: Nicholas Wyatt, Assistant Village Manager Jeff Scholpp, Automotive Superintendent

# Memorandum Corporation Counsel's Office

TO:

The Honorable Mayor and Board of Trustees

FROM:

Michael M. Lorge, Corporation Counse

DATE:

April 18, 2023

SUBJECT:

May 1, 2023 Corporation Counsel's Report

# \*A. Ordinance, Chapter 22 Amendment, Building Construction and Fire Safety

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

This ordinance will amend various sections of Chapter 22 of the Village Code. After the most recent review of various building and fire safety codes that were updated, both the Director of Community Development and the Fire Chief had additional changes, specifically effecting building construction and materials. These are necessary to strengthen fire protection in multi-family and mixed-use properties referenced in the International Building Code ("IBC") 2021 and the International Residential Code ("IRC") 2021, the National Electrical Code ("NEC") and International Mechanical Code ("IMC").

Included in the changes is limiting the size of Type V construction buildings and enhancing the fire sprinkler protection in larger residential buildings with Type V construction. Type V is considered wood frame and lightweight construction and is the lowest class of construction allowed by the IBC and IRC.

cc: Pramod Shah John Lockerby 

# AN ORDINANCE AMENDING CHAPTER 22 OF THE SKOKIE VILLAGE CODE PERTAINING TO BUILDING CONSTRUCTION AND FIRE SAFETY

**WHEREAS**, Chapter 22 of the Skokie Village Code provides for building and construction regulations, including the adoption and specification of numerous life safety codes; and

**WHEREAS**, the Village enforces numerous building construction codes to protect the health and safety of residents and businesses in the Village. These codes are generally state and national codes that are modified by the Village to address local conditions and special enforcement needs. These codes and amendments thereto, are updated on a regular basis to address changes in building construction and materials; and

**WHEREAS**, during the recent comprehensive review of the various building codes and property codes utilized by the Village by the Community Development Department and the Fire Department, several amendments and updated code editions have been recommended, subsequently adopted and implemented; and

WHEREAS, staff from both Departments have determined that additional changes to the Village Code are necessary to strengthen fire protection codes in multi-family and mixed-use properties referenced in the International Building Code ("IBC") 2021 and the International Residential Code ("IRC") 2021, the National Electrical Code ("NEC") and International Mechanical Code ("IMC"); and

WHEREAS, among the modifications is limiting the size of Type V construction buildings and enhance the fire sprinkler protection in larger residential buildings with Type V construction. Historically, most building practices in the Village of Skokie have utilized Type I – Fire Resistive, Type II Non-Combustible, and Type III – Ordinary Construction, which promotes sustainability, enhances life-safety, and reduces risk of fire spread (especially in high density urban settings). Type V is considered wood frame and lightweight construction and is the lowest class of construction allowed by the IBC and IRC; and

**WHEREAS**, primarily among the issues associated with wood frame construction are the allowance for rapid fire growth, and a significant threat level for firefighter and occupant safety, due to its tendency to collapse when exposed to fire; and

**WHEREAS**, additionally, Type V construction does not provide a sustainable solution for building construction, since it is not designed to last for as long of a duration as other types of construction identified in the IBC and IRC; and

The maximum number of stories above grade plane of a building of Type I, II, III or IV,

(24) Add 504.4.1 Number of Stories for Type V Construction without a NFPA 13 Fire

Sprinkler System. The maximum number of stories above ground of a building of

building construction shall not exceed the limits specified in Table 504.4.

36

37

38

39

Type V building construction without NFPA 13 Fire Sprinkler System shall not exceed 1 story above ground level.

3

5

6

10

12

13

14

15

16

17

18

19

20

21

23

24

25

26

28

29

31

32

33

34

35

36

37

- (25) Add 504.2 Number of Stories for Type V Construction with an NFPA 13 Fire Sprinkler System. The maximum number of stories above ground level of a building of Type V building construction with an NFPA 13 Fire Sprinkler System shall not exceed 4 stories above ground level.
  - (26) Table 506.2 Allowable Area Factor. Delete the allowable area increases for sprinkler systems in Type V construction.
    - (27) Add 506.2.1 Allowable area determination for Type V construction occupancies. Occupancies with Type V construction shall not receive an area factor increase due to frontage (percent).
      - (28) 506.3 Frontage Increase. Delete provisions in 506.3-506.3.3.1 that allow increasing allowable area based on frontage distance.
      - (29) Add 506.2.2.2 Type V Construction Mixed-occupancy buildings. In a building of Type V construction containing mixed occupancies in accordance with Section 508, no individual occupancy shall exceed the allowable area of the most restrictive occupancy within the mixed occupancy.
      - (30) Add 506.2.2.3 No Type V Construction in Residential Mixed-occupancy buildings without rated separation. Residential occupancies shall be permitted in a mixed occupancy building of Type V construction only if there is a 2-hour or greater fire wall between the occupancy types. Separations shall be greater than 2-hours where specified in Table 506 of the IBC.
      - (3120) Amend 713.3 Materials. Shaft enclosures shall be of materials permitted by the building type of construction. At the end of the last sentence, add the following: Replace with:
      - Buildings of construction type II, IV, and V are to be of concrete or concrete block only.
    - Shaft enclosures shall be of materials permitted by the building type of construction. Buildings of construction type II, IV, and V are to be of concrete or concrete block only.
- 30 (3221) Add the following language to 903.2.11.1.3 Basements.
  - (33) Add 903.2.11.3.1 Buildings *more than 2 stories in height.* An automatic fire sprinkler system in accordance with NFPA 13 shall be installed throughout buildings that are greater than 2 stories in height.
    - (3422) Add [F] 903.2.13 nonresidential zoning districts. An automatic sprinkler system shall be provided for all occupancies that are in nonresidential zoning districts that are not covered under site plan or special use provisions when the fire area of a single story exceeds 5,000 ft <sup>2</sup> or the total building fire area exceeds 10,000 ft <sup>2</sup>.

- (3523) [F] 903.3.1.1.1 Exempt locations. Delete items 3 and 4 in their entirety.
- (3624) [F] 907.2.10.1.1 Group R-1. Delete the text and replace with the following:

3 ...

- (3725) Add [F] 907.2.10.1.2.4 Every structure which (1) contains more than 1 dwelling unit, or (2) contains at least 1 dwelling unit and is a mixed-use structure, shall contain at least 1 approved smoke detector at the uppermost ceiling of each interior stairwell. If each unit opens directly into a common enclosed stairway, a detector shall also be installed on the ceiling of each floor landing.
- (**3826**) Table 1021.2(1) Delete in its entirety.
- (3927) 1103.1 Where required. Add the following text at the end of the paragraph: The State of Illinois Capital Development Accessibility Standards, May 1997 Edition, is hereby adopted by reference and shall be made part of this section.
  - (4028) Add 1203.2.2 All concealed areas shall have all roofing materials removed down to roof deck.
  - (4129) 1203.3 Under-floor ventilation. Replace text with the following:
  - The space between the bottom of the floor joists and the earth under any building except spaces occupied by basements or cellars shall be provided with ventilation. This shall be accomplished as follows: 1. Where continuously operated mechanical ventilation is provided at a rate of 1.0 cubic foot per minute (cfm) for each 50 square feet (1.02 L/s for each 10 sq.m.) of crawl space floor area and the ground surface is covered with a Class I vapor retarder. 2. Where the ground surface is covered with a Class I vapor retarder, the perimeter walls are insulated and the space is conditioned in accordance with the State of Illinois Energy Conservation Code.
  - (4230) Chapter 27 Electrical. Delete in its entirety.
  - (4331) Chapter 29 *Plumbing Systems*. Delete in its entirety.
    - (4432) Add 3001.5 *Permits*. ASME Safety Code adopted. As a criteria for the issuance of permits hereunder, and the maintenance of all such equipment, the ASME Elevator Code, A17.3-90, is hereby adopted by reference and made part of this code.
      - (4533) Add 3001.5.1 Application for permit. It shall be unlawful to install or alter elevators, dumbwaiters, escalators, or mechanical equipment used for, or in connection with, the raising or lowering of any stage, orchestra floor or platform lift without first having secured a permit. Applications for a permit shall be accompanied by such drawings and specifications as shall be necessary to inform of alterations, and the location thereof. If the drawings and specifications show that the equipment to be installed or altered is in conformity with the building provisions of this code, the Village Manager or designee shall cause a permit to be issued, provided that all permit fees have been paid.

(4634) Add 3001.5.2 *Inspections*. Every elevator, movable stage, movable orchestra floor, 1 2 3 4 5 6 7 8 9 10 11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

movable platform, dumbwaiter or escalator shall be inspected under the direction of the Village Manager or designee at least once every 6 months, and no new equipment shall be placed in operation until an inspection of such equipment has been made. When the required inspection shows that all equipment and safety devices are in good working condition and good repair, it shall be the duty of the Village Manager or designee to cause to be issued a certificate setting forth the result of such inspection and tests and containing the date of inspection, the weight which such equipment will safely carry, and a statement that all equipment complies with the applicable provisions of the code. It shall be the duty of the Village Manager or designee to order that all equipment found to be in an unsafe condition be stopped and remain inoperative until equipment is found to be in compliance with all provisions of this code.

(4735) Add 3001.5.3 Display of certificate of inspection. It shall be the joint duty of the owner, agent, lessee, or occupant of the building in which such equipment is located and of each person in charge or control of such equipment to frame the certificate and place the certificate in a conspicuous place in each elevator and near each dumbwaiter, movable stage, movable orchestra floor, platform lift or escalator.

(4836) 3002.4 Elevator car to accommodate ambulance stretcher. Delete the first sentence and replace with the following language:

In new buildings equipped with an elevator at least one elevator shall be provided for fire department emergency access to all floors.

Where elevator(s) are required to be installed, at least one elevator that is capable of serving all floors shall be provided for fire department emergency access. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches (76 mm) in height and shall be placed inside on both sides of the hoistway door frame.

(4937) Chapter 32 Encroachments into the Public Right-of-Way. Delete in its entirety.

(5038) Add 3009 Existing elevators.

32

(5139) Add 3303. Demolition.

34 35

36

37

33

Section 2: That Chapter 22, Article III, 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 highlighted and stricken through.

38 39

ARTICLE III. SINGLE-FAMILY BUILDING CODE

Sec. 22-63 - Amendments to International Residential Code for One- and Two- Family 1 **Dwellings** (20) R310.2 Window Wells. Add at the end of the paragraph the following: "The maximum horizontal area of a window well is 12.25 square feet. with a maximum horizontal projection of 3.5 feet from the structure wall into the required side yard". Window 6 wells on existing foundation walls must be at least 1 foot from any property line. Window wells on any new foundation wall cannot project more than 1.5 feet into the Я required yard. 9 (21) Amend R310.6 Dwelling additions. Where dwelling additions contain sleeping 10 rooms, an emergency escape and rescue opening shall be provided in each new 11 sleeping room. Where dwelling additions have basements, an emergency escape and new basement. rescue opening shall be provided in the 13 **Exceptions:** 14 1. An emergency escape and rescue opening is not required in a new basement that 15 contains a sleeping room with an emergency escape and rescue opening. 16 21. An emergency escape and rescue opening is not required in a new basement where 17 there is an emergency escape and rescue opening in an existing basement that is 18 accessed 19 from basement. 3. An operable window complying with Section 310.7.1 shall be acceptable as an 20 emergency escape and rescue opening. 21 (21) R310.7 Alterations or repairs of existing basements. Delete in its entirety. 22 (22) Modify R311.2 Egress door. 23 Replace "one" in first sentence with "two". Delete second sentence of the paragraph and replace 24 with, "The required exit doors shall be side-hinged doors not less than 6 feet 8 inches (2032 mm) in 25 height. The principal exit door shall not be less than 3 feet (914 mm) in width and the secondary exit 26 door not less than 2 feet 8 inches (813 mm) in width". 27 Not less than two egress doors shall be provided for each dwelling unit. The principal 28 egress door shall be side-hinged, and shall provide a clear width of not less than 36 29 inches where measured between the face of the door and the stop, with the door open 30 90 degrees (1.57 rad). 31 The secondary egress door shall provide a clear width of not less than 32 inches. The 32 clear height of the door openings shall be not less than 78 inches in height measured 33

from the top of the threshold to the bottom of the stop. Other doors shall not be

required to comply with these minimum dimensions. Egress doors shall be readily

openable from inside the dwelling without the use of a key or special knowledge or

34

35

36

37 38 39 effort.

- (26) Amend *R316.4* Thermal barrier. Unless otherwise allowed in Section R316.5, Foam plastic shall be separated from the interior of a building by an approved thermal barrier of not less than 1/2-inch (12.7 mm) gypsum wallboard, 23/32-inch (18.2 mm) wood structural panel or a material that is tested in accordance with and meets the acceptance criteria of both the Temperature Transmission Fire Test and the Integrity Fire Test of NFPA 275.

  (27) R316.5.3 Attics. Delete Section.

  (28) R316.5.4 Crawl spaces. Delete Section.
- 9 (2329) NO 19. 1 Address Hambers. Add to end of hist sentence and lacing diley ...
- 10 (3027) R320.1 Scope. Add phrase at the end of the sentence: in accordance with 2018 Illinois Accessibility Code, adopted herein.
- 12 (3128) Add *R401.5 Foundation Shoring*. All excavations for foundations steeper than a 45 degree angle from a property line shall be shored. Shoring shall be designed by the Architect of Record. Shoring shall be constructed no closer than 12 inches from the property line. The minimum height of the shoring shall not be lower than the adjoining grade and maintained until backfilled.
- (3229) *R402.1.* Delete in its entirety. Replace with: Wood foundation systems are not permitted.
- (3330) Amend *Table R402.2* under severe column, 1st and 2nd line to read 3,000.
- 20 (3431) R402.3 Precast concrete. Delete in its entirety.
- (3532) R403.1.1 Minimum Size. Modify by the addition of the following text at the end of the paragraph:
- 24 (**3633**) *R403.2*. Delete in its entirety.
- 25 (3734) *R403.3.* Delete in its entirety.

- (3835) R405.1 Concrete or masonry foundations. Modify as follows:
- 28 (3936) R405.2 Wood Foundations. Delete in its entirety.
- (4037) Amend *R407.3* change "restrained" to "permanently attached". Steel columns require 3/8" base plate. Delete exception.

- (4138) R408.1 Ventilation. Delete wording and replace with. The under floor space between the bottom of the joists and the earth under any building (except space occupied by a basement) shall be provided with mechanical ventilation.
- R408.1 Moisture control. The under-floor space between the bottom of the floor joists and the earth under any building (except space occupied by a *basement*) shall comply with Section R408.2 or R408.3 the following:
  - 1. Exposed earth shall be covered with a continuous 10 mil (minimum) vapor retarder over 4 inches (minimum) of ¾ inch stone (CA7). Joints of the vapor retarder shall overlap by 6 inches (152 mm) and shall be sealed or taped. The edges of the vapor retarder shall extend not less than 6 inches (152 mm) up the stem wall and shall be attached and sealed to the stem wall or insulation.
  - 2. Conditioned air supply sized to deliver at a rate equal to 1 cubic foot per minute (0.47 L/s) for each 50 square feet (4.7 m2) of underfloor area, including a return air pathway to the common area (such as a duct or transfer grille), and perimeter walls insulated in accordance with Section N1102.2.10.1 of this code.
- 17 (4239) R408.2. Delete section.

7

8

9

10

11

12

13

14

15 16

33

34

- (4340) R408.3. Delete Section Replace first sentence only with "Ventilation shall be achieved by the following:" Delete pt. 2.3.
- 20 (41) R408.5 Removal of Debris. Delete text and replace it with the following:
- All crawl spaces shall be cleaned of all vegetation and organic material sealed with a vapor barrier and leveled with 4 inches (102 mm) of 3/4-inch stone or a darby finished concrete floor no less than 2 inches (51 mm) thick.
- 24 (4442) Add *R409 Crawl Space Height.* All crawl spaces shall be not less than 24 inches (914 mm) in height between the floor surface under any building and the bottom of the floor joists except where approved by the Village Manager or designee.
- (4543) *R503.2.1.1* Insert "and shall be a minimum of 3/4-inch (19.1 mm) in thickness.", at the end of the paragraph.
- (4644) *R503.2.2 Allowable spans*. Insert "and shall be a minimum of 3/4-inch (19.1 mm) in thickness." at the end of the paragraph.
- (4745) Section R504 Pressure Preservatively Treated-Wood floors (on Ground). Delete in its entirety.
  - (4846) *R506.2.2 Base*. Replace with: For interior grade level slabs, any approved gravel or stone is permitted. Recycled concrete is not permitted in the interior of a building. For basements, the base shall consist of ¾ stone (CA7).

1 (4947) Table R602.3(5) Size, Height and Spacing of Wood Studs. Modify maximum spacing when supporting roof and ceiling only for stud size of 2"x 4" by deleting 24 and replacing it with 16.

(5048) Add *R703.12. Stone and masonry veneer, general.* Every dwelling, except a private garage in the rear of lot, shall have at least 51 percent of the exterior walls of masonry. In no case may structural building units made of any cement mixture, which are commonly described as cement or concrete block, be permitted for the construction of the exterior of outside stucco. Brick veneer shall be permissible for the use under the 51 percent and shall be subject to review by the Village of Skokie Appearance Commission, for residential additions where the 51 percent requirement cannot be met. Thin brick (less than 2 in) does not count toward masonry requirement.

- (5149) R702.3.2 Wood framing. Add the following text at the end of the paragraph:
- All interior framing, except basement ceilings, shall be protected by a minimum of one layer of 1/2 inch (12.7 mm) gypsum board.
- (**52**50) Table R703.3(1) Weather-resistant Siding Attachment and Minimum Thickness. Delete text of footnote (j.) and replace with the following:
- "Except in accessory structures, all exterior walls shall have a minimum of 1/2 inch (12.7 mm) sheathing".
- (**5351**) Add *R901.2 Concealed areas.* Roofing materials shall be removed down to roof deck in concealed areas.
- 21 (**5452**) Replace with: Delete in its entirety.

5

6

8

9

10

12

28

29

- (5553) Chapter 11 (RE) Energy Efficiency. Delete text in its entirety and replace with "Current State of Illinois Energy Conservation Code."
- (5654) M1601.1.1 Above-ground duct systems. Delete items 5, 6, 7 in their entirety.
- (5755) Chapters 25—32 Plumbing. Delete in their entirety. Replace with "2021 International
   Plumbing Code and current version of State of Illinois Plumbing Code, whichever of the two
   is stricter."
  - (5856) P3303.1.4 Discharge piping shall meet the requirements of the Village of Skokie Engineering Division. Discharge piping details shall include an accessible full-flow check valve. Pipe and fittings shall be the same size as, or larger than, the pump discharge tapping.
- (5957) Chapters 34—43 Electrical. Delete in their entirety. Replace with "2020 National Electric Code, NFPA 70", as amended.

1 2	Section 3: That Chapter 22, Article IV, of the Skokie Village Code be and the same is hereby amended in the manner hereinafter indicated. The new material is <b>highlighted in</b>
3	<b>bold</b> and the material to be deleted is highlighted and stricken through.  ARTICLE IV ELECTRICAL CODE*
5	Sec. 22-93 Amendments to National Electrical Code.
6 7	The National Electrical Code adopted by reference in this article shall be modified as follows:
8	
9 10 11 12 13	(8) 352.10 Rigid Polyvinyl Chloride Conduit, Uses permitted Modified as follows: The use of PVC conduit shall be solely permitted for direct burial, and underground or encased in concrete, and installed in accordance with the requirements of 300.5 and 300.50. Rigid Metal Conduit or Intermediate Metal Conduit shall be used at any point where the raceway is to emerge from below grade or slab to above ground.
14	•••
15	(11) The following shall be added to the adopted electrical code as an addendum:
16 17 18	<ul> <li>a. Copper wire shall be used for all ground conductors and bonding jumpers water meter pumps.</li> <li></li> </ul>
19 20 21	<u>Section 4</u> : That Chapter 22, Article V, of the Skokie Village Code be and the same is hereby amended in the manner hereinafter indicated. The new material is <b>highlighted in bold</b> and the material to be deleted is <del>highlighted and stricken through</del> .
22	ARTICLE V. MECHANICAL CODE
23	
24	Sec. 22-123 Amendments to the International Mechanical Code.
25 26	The International Mechanical Code adopted by reference in this article shall be modified as follows:
27	•••
28 29 30 31 32 33	(5) 301.11 Plumbing Connections. Potable water supply and building drainage system connections to equipment and appliances regulated by this code shall be in accordance with the <i>International Plumbing Code</i> current version of the State of Illinois Plumbing Code.  (6) 1002.1 General. Potable water heaters and hot water storage tanks shall be listed and labeled and installed in accordance with the manufacturer's instructions, the

International Plumbing Code current version of State of Illinois Plumbing Code and this code...

- (7) 1002.2 Water heaters utilized for space heating. Water heaters utilized both to supply potable hot water and provide hot water for space-heating applications shall be listed and labeled for such applications by the manufacturer and shall be installed in accordance with the manufacturer's instructions and the *International Plumbing Code* current version of the State of Illinois Plumbing Code.
- (8) 1005.2 Potable water supply. The water supply to all boilers shall be connected in accordance with the *International Plumbing Code* current version of State of Illinois Plumbing Code.
- (9) 1009.3 Open-type expansion tanks. Open-type expansion tanks shall be located not less than 4 feet (1219mm) above the highest heating element. The tank shall be adequately sized for the hot water system. An overflow with a minimum diameter of 1 inch (25mm) shall be installed at the top of the tank. The overflow shall discharge to the drainage system in accordance with the *International Plumbing Code* current version of the State of Illinois Plumbing Code.
- (10) 1101.4 Water connection. Water supply and discharge connections associated with refrigeration systems shall be made in accordance with this code and the *International Plumbing Code* current version of the State of Illinois Plumbing Code.
- (11) 1206.3 Protection of potable water. The potable water system shall be protected from backflow in accordance with the *International Plumbing Code* current version of the State of Illinois Plumbing Code
- <u>Section 5</u>: 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 st day of May, 2023.

Ayes:	Villaga Clark
Nays: Absent:	Village Clerk
Attested and filed in my office this day of May, 2023;	Approved by me this st day of May, 2023.
and published in pamphlet form according to law from , 2023 to , 2023.	Mayor, Village of Skokie
Village Clerk	

#### Memorandum

## **Community Development Department**

TO:

John T. Lockerby, Village Manager

FROM:

Johanna Nyden, AICP, Director of Community Development

DATE:

April 27, 2023

SUBJECT:

Affordable Housing Discussion & Next Steps

### Summary:

Attached to this correspondence are items for the May 1, 2023 Village Board meeting to facilitate discussion of the Plan Commission's draft affordable housing policy recommendation.

#### This includes:

- The PowerPoint presentation provided by Chairman Paul Luke that included the affordable housing policy recommendation from the Plan Commission;
- The Plan Commission's report and recommendation and materials provided in the April 17, 2023 Village Board meeting;
- A matrix highlighting the different attributes of inclusionary housing ordinances in the region; and
- A memorandum from Corporation Counsel Michael Lorge regarding current state legislative activity associated with affordable housing.

Document Number: 610745

# Village of Skokie Plan Commission's Affordable Housing Policy Recommendations

Village Board Meeting April 17, 2023

## **Introduction and Overview**

December 2022

The Plan
Commission was tasked to prepare a draft
Inclusionary
Housing policy for the Village
Board's Review

January 19

- Listening Session
- Presentations from regional Affordable Housing partners

February 2

- Public Hearing #1
- Staff presented Skokie's Inclusionary Housing Framework

## **Introduction and Overview**

March 2

- Public Hearing #2
- Staff presented draft of Skokie's Inclusionary Housing Policy Goals

March 16

- Public Hearing #3
- Staff presented updated draft of Inclusionary Housing Policy Goals
- Plan Commission provided unanimous recommendation

April 17

 Presentation of Plan Commission recommendation to Village Board

# Background on Skokie's Commitment to Affordable Housing







## FAIR HOUSING ORDINANCE

Prohibiting certain practices of discrimination in the sale, rental, lease or financing of any housing accommodation



VILLAGE OF SKOKIE 673-0500 Cook County, Illinois 60076



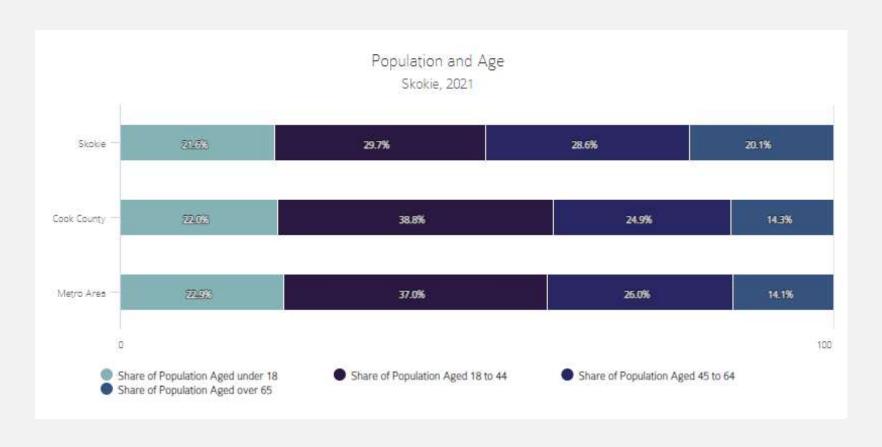




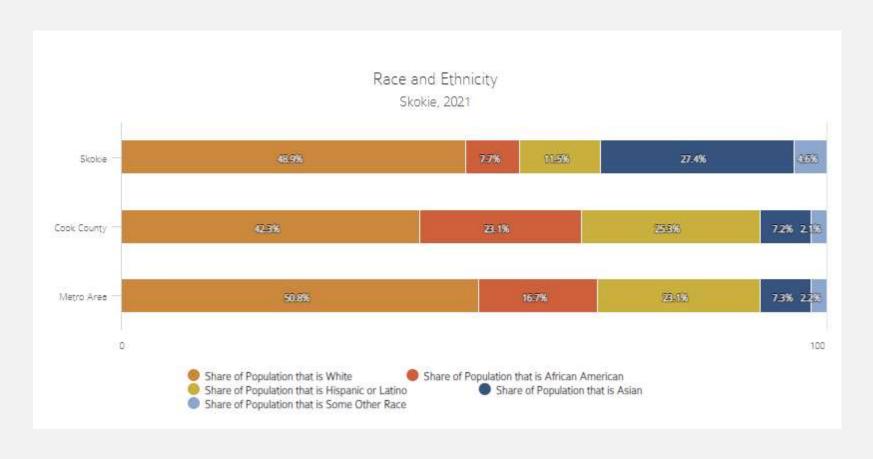
## **Household Income**

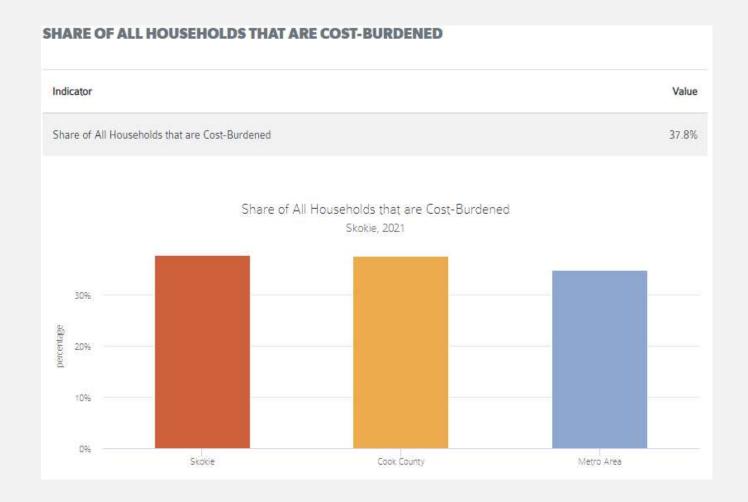


# **Population and Age**



# **Race and Ethnicity**







# Plan Commission's Draft Affordable Housing Policy Recommendations

## Goal A:

 Study and assess the ongoing supply and demand for inclusive affordable housing in Skokie.

## Goal B:

 Preserve, protect, and improve Skokie's existing affordable housing to be accessible and sustainable.

## Goal C:

Reduce
 "jobs/housing"
 mismatch and
 ensure housing is
 available to all
 Skokie workers.

# Plan Commission's Draft Affordable Housing Policy Recommendations

## Goal D:

 Create new opportunities to increase Skokie's supply of affordable housing.

## Goal E:

 Support local and region-wide partner efforts to promote and expand fair housing efforts.

# GOAL A: Study and assess the ongoing supply and demand for inclusive affordable housing in Skokie.

Study Skokie's affordable housing over time

Update the Village's Comprehensive Plan

Monitor Best Practices

Report on Affordable Housing Work

Continued Code Enforcement

# GOAL B: Preserve, protect, and improve Skokie's existing affordable housing to be accessible and sustainable.

Bolstering repair programs

Studying feasibility of establishing a land trust

Creating a residential vacant home registry

Supporting code enforcement of rental units

# GOAL C: Reduce "jobs/housing" mismatch and ensure housing is available to all Skokie workers.

Reduce travel distance between home and work for Skokie's workers Work with major employers to understand Skokie's jobs/housing mismatch

Current average travel time to work: 28.3 minutes

# GOAL D: Create new opportunities to increase Skokie's supply of affordable housing.

Establish an inclusionary housing ordinance

Zoning Code changes to allow accessory dwelling units

Implement Housing Demolition Fee

Underutilized Parcel Repurpose

# **Draft Affordable Housing Framework**

- Amount of units required in new development
- Income level limits required in new development
- Fee-in-lieu option
- Relief or incentives offered for on-site units

# GOAL E: Support local and region-wide partner efforts to promote and expand fair housing efforts.

Promote Cook County's Residential Tenant-Landlord Ordinance (RTLO)

# **Conclusion and Next Steps**

• Questions or Comments?

### **PLAN COMMISSION REPORT**

Plan Commission

Council Chambers, 7:30 PM, April 17, 2023

To: Mayor and Board of Trustees

From: Paul Luke, Plan Commission Chairperson
Re: Affordable Housing Policy Discussion

In December 2022, the Plan Commission was directed by the Village Board to develop draft affordable housing policy recommendations for the Board's review and consideration. In furtherance of this effort, the Plan Commission convened the following meetings:

- Thursday, January 19, 2023: Listening Session that included representatives from local and regional organizations engaged in affordable housing development and advocacy. Presentations from this meeting can be viewed at www.skokie.org/housing.
- Thursday, February 2, 2023: Public Hearing #1 summarized ideas and concepts associated with affordable housing from the Listening Session for further discussion by the Plan Commission and the public.
- Thursday, March 2, 2023: Public Hearing #2 refined goal statements associated with the previous affordable housing discussion and included more discussion of the potential strategies to accomplish the goals.
- Thursday, March 16, 2023: Final meeting of the Plan Commission to review affordable housing materials and draft goals and provide action on a recommendation to the Village Board for an affordable housing policy recommendation.

The attached materials include the entirety of the Plan Commission's work on affordable housing. The Plan Commission's draft policy recommendation is the following:

The Village supports providing affordable and attainable housing for all who seek to live in Skokie and remains consistent with the Village's Consolidated Plan (Program Year 2020-24) that the Village will, "Ensure housing is affordable, accessible, and sustainable." The following goal-based framework further expands this policy recommendation:

- Goal A: Study and assess the ongoing supply and demand for inclusive affordable housing in Skokie;
- Goal B: Preserve, protect, and improve Skokie's existing affordable housing to be accessible and sustainable;
- Goal C: Reduce "jobs/housing mismatch" and ensure that housing is available to all of Skokie's workers;

Goal D: Create new opportunities to increase Skokie's supply of affordable housing; and

Goal E: Support local and region-wide partner efforts to promote and expand fair housing efforts.

The Plan Commission further discussed the development of a potential inclusionary housing ordinance for the Village. The parameters discussed are enclosed in the attached materials. The Plan Commission was supportive of the eventual adoption of an inclusionary housing ordinance to guide and require the inclusion of affordable housing in new developments.

### PLAN COMMISSION RECOMMENDATIONS AND VOTING

The Plan Commission recommended, by a vote of 7 ayes, 0 nays, and 2 absent, that the packet of materials in support of the aforementioned affordable housing goals be presented with a positive recommendation to the Village Board on April 17, 2023.

<u>ATTENDANCE</u>	<u>AYES</u>	<u>NAYS</u>	<b>ABSENT</b>
Ousley (Moved)	Χ		
Minchella	X		
Shah	Χ		
Franklin	Χ		
Gevaryahu			X
Berman (Second)	Χ		
Mathee	Χ		
Burman			X
Luke	Χ		

### **ATTACHMENTS**

- 1. Village of Skokie Affordable Housing Policy Goals Draft
- 2. Draft Parameters for Inclusionary Housing Ordinance
- 3. Skokie Demographic & Housing Background
- 4. The Village of Skokie's Commitment to Affordable Housing
- 5. Consolidated comments provided to <a href="mailto:housing@skokie.org">housing@skokie.org</a> (January 2023-March 31, 2023.

## **Village of Skokie Affordable Housing Policy Goals - DRAFT**

The Village supports providing affordable and attainable housing for all who seek to live in Skokie. Skokie's goals for affordable housing are well-documented in the Village's Consolidated Plan (Program Year 2020-24) for Community Development Block Grant funding, "[E]nsure housing is affordable, accessible, and sustainable." The following updated framework<sup>1</sup> builds on the goal statement from the Village's Consolidated Plan:

- Goal A: Study and assess the ongoing supply and demand for inclusive affordable housing in Skokie.
- Goal B: Preserve, protect, and improve Skokie's existing affordable housing to be accessible and sustainable;
- Goal C: Reduce "jobs/housing mismatch" and ensure that housing is available to all of Skokie's workers;
- Goal D: Create new opportunities to increase Skokie's supply of affordable housing; and
- Goal E: Support local and region-wide partner efforts to promote and expand fair housing efforts.

## GOAL A: STUDY, ASSESS, AND REPORT ON THE ONGOING SUPPLY AND DEMAND FOR INCLUSIVE AFFORDABLE HOUSING IN SKOKIE

To implement this goal, the following options could be considered:

- Study how Skokie's affordable housing changes over time. Understanding Skokie's affordable housing needs, changing demographic profile, and available housing stock is an important component of affordable housing policy.
- Update the Village's Comprehensive Plan. The Village's Comprehensive Plan is a key document that guides and informs the Village's policies and work on numerous items associated with housing.
- Monitor Best Practices and Work with Regional Housing Experts. There are many
  resources to support new ideas and innovative practices for supporting affordable
  housing. Based on Skokie's demographic profile and housing stock, Regional Housing
  Solutions has identified a series of strategies and recommended opportunities for
  enhancing and increasing the availability of affordable housing in Skokie. Several of the
  strategies (like municipal rehabilitation programs) identified in this document are
  suggested through this tool.
- **Report on affordable housing work.** Provide regular information on progress to reaching affordable housing goals and strategies. Utilize information to further educate the public on the importance and benefits of affordable housing in the community and regional work.

<sup>&</sup>lt;sup>1</sup> Previous framework for affordable housing goals presented funding as a goal. This is now a potential opportunity area for implementing the goals.

## GOAL B: PRESERVE, PROTECT, AND IMPROVE SKOKIE'S EXISTING AFFORDABLE HOUSING

This goal focuses on investment in existing units with attention to make sure units are safe, sustainable, and accessible. To implement this goal, the following options could be considered:

• **Bolster Existing Repair Programs.** An emerging component of affordable housing policy is to support home repair programs that assist in keeping residents (particularly older populations) in their homes and reduce the high costs created from deferred maintenance. They also can help people "age in place" through making parts of their home safer and accessible for older adults or people with disabilities. Additionally, these maintenance and repair programs can focus on aspects of sustainability – helping weatherize homes and reduce energy costs, which often can significantly contribute to housing costs. A recent *Chicago Tribune* Op-Ed highlighted the need for housing repair/rehabilitation programs as an alternative to home ownership programs. These programs preserve the housing stock and ensure that existing housing is available for future generations.



DePaul University's Institute for Housing Studies has collected a wealth of information from the US Census and the Cook County Assessor's office. Based on this <u>snapshot</u>, trends in housing type are visible. Skokie's housing typology has a large portion of multi-family housing that are comprised of two- and four-unit structures. These represent a unique opportunity to improve smaller-scale housing that supports the neighborhood character of Skokie.

• Study Feasibility of Establishing a Skokie Land Trust. According to 2020 Census data, the Village of Skokie had approximately 24,067 households with 72.4% of them being owner-occupied. The remaining 27.6% were non-owner-occupied (or rental) households. Continuing to support pathways to homeownership and ensure that moderate-income households have access to homeownership opportunities is important. Creating community land trusts in which the land and the housing structure are separated, and homebuyers are able to purchase and sell the housing structure without the extra land value is a unique opportunity. Additionally, homebuyer classes and financial literacy

counseling will also help families get on the path to homeownership. Pursuing this opportunity is in line with work neighboring communities do to support homeownership opportunities.

- Create a residential vacant home registry. Vacant homes are scattered throughout Skokie and have the potential to become problematic and a nuisance to the neighborhood. They generate complaints (e.g. overgrown vegetation, security issues, potential flooding, etc.). As the deferred maintenance on these homes escalates, major building components fail and homes are often prospective teardown or rendered cost prohibitive to re-occupy. The number of vacant housing units has grown slightly over the past 20 years. According to analysis by the Chicago Metropolitan Agency for Planning, the percentage of Skokie's vacant housing units in 2000 was 2%; based on information from the 2020 Census, this has grown to 6.8%. Study the feasibility of adding a fee to buildings that qualify to be considered as vacant (not actively marketed and not occupied by people).
- Code Enforcement of Rental Units. While rental properties represent 27.6% of the total housing population, they are a key component of the Village's housing landscape and are often concentrated in areas of the community. The Village has established additional monitors to support rental housing, but the Village could explore new avenues of working with rental property owners to improve the housing stock.

## GOAL C: REDUCE "JOBS/HOUSING MISMATCH" AND ENSURE THAT HOUSING IS AVAILABLE TO ALL OF SKOKIE'S WORKER

The importance of making sure that good jobs are located near housing and housing is located near job centers has been an important cornerstone of workforce development and housing policy for decades. The spatial relationship to job seekers to where jobs are available is a function of both available job sites near residential areas, adding housing units near employment centers, and accessible transportation options. To implement this goal, the following could be considered:

• Work with Major Employers to Understand Skokie's Jobs/Housing Mismatch. Understanding where workers in Skokie live is an opportunity to examine how new housing might be made more attractive for workers (e.g. size of units, affordability levels, etc.). It also is an opportunity to work with employers to help them locate more workers locally in Skokie.

## GOAL D: CREATE NEW OPPORTUNITIES TO INCREASE SKOKIE'S AFFORDABLE HOUSING SUPPLY

Building on the work existing supply of Skokie's affordable housing, new opportunities to create new affordable housing represent an opportunity to create mixed income communities throughout Skokie's neighborhoods. To implement this goal, the following options could be considered:

<sup>&</sup>lt;sup>2</sup> CMAP Community Data Snapshot for Skokie: https://www.cmap.illinois.gov/documents/10180/102881/Skokie.pdf

- Establish an Inclusionary Housing Ordinance. An Inclusionary Housing Ordinance will require certain new developments to include affordable housing. It is important to strike a balance between encouraging new development, while also bringing new affordable development to Skokie. Concepts range from requiring on-site units within new developments to paying a fee in lieu of providing on-site units at a development. Two attachments are related to this strategy; the first include discussion of potential parameters for an inclusionary housing ordinance; the second includes a summary of inclusionary housing ordinances in neighboring and regional communities and concepts for Skokie's potential ordinance. In summary, eight communities were identified that have inclusionary housing ordinances in place and were studied further to determine their impact and effectiveness. These communities include Arlington Heights, Deerfield, Evanston, Highland Park, Lake Forest, Northbrook, Oak Park and St. Charles.
- Update Zoning Code to Allow Accessory Dwelling Units. Accessory dwelling units are "coach houses" or smaller apartments within an existing home or part of a detached structure. They can serve as housing for caregivers, extended family members, or be leased to help bring new income to properties to keep homes affordable for property owners. Approximately one-third of the land use in Skokie is devoted to single-family housing units<sup>3</sup>, the creation of new smaller housing units supports utilizing this land for new housing in a "landlocked" community.
- Affordable Housing Demolition Fee. The demolition of homes or significant removal of housing results in fewer homes available to households considered low- to moderate-income or "workforce." Homes that are demolished or significantly demolished and rehabilitated are sometimes two to three times more expensive than prior to renovation.
- Underutilized Parcels. The Village of Skokie is an inner-ring suburban community and is mostly built out. As a result, the supply of "buildable land" for new housing is constrained. One way the Village can assist the private market is to analyze where changes in land use makes sense to spur redevelopment. Underutilized lots, particularly parking lots, especially near employment centers, transit stations, or in the downtown Skokie are opportunities to open up new space to provide housing while eliminating less-desirable uses. The adopted Environment and Sustainability Plan, Land Use and Housing Section (LH1-2) states an action item of identifying underutilized paved areas and incentivizing conversion to sustainable green space or infill development.

## GOAL E: SUPPORT LOCAL AND REGION-WIDE PARTNER EFFORTS TO PROMOTE AND EXPAND FAIR HOUSING EFFORTS

To implement this goal, the following could be considered:

• Promote Cook County's Residential Tenant-Landlord Ordinance (RTLO). Cook County adopted a RTLO that covers all property in suburban Cook County. As a result, Skokie is currently covered by this ordinance. The Cook County RTLO outlines the rights

<sup>&</sup>lt;sup>3</sup> Chicago Metropolitan Agency For Planning's Skokie Snapshot, July 2022 (https://www.cmap.illinois.gov/documents/10180/102881/Skokie.pdf)

that both tenants and landlords have in a residential rental agreement. It creates a uniform leasing experience in most of Cook County (since the ordinance is similar to Chicago, it is nearly completely uniform). A few key highlights include: 1) Creates protections around the enforcement and activity around an eviction (i.e. no lockouts); 2) Establishes renter rights (i.e. essential services like water, gas, and electricity, compliance with local building codes, temperature settings, repair in timely manner, etc.); and 3) Identifies renter responsibilities (i.e. keep unit in safe working order, remove garbage, allow reasonable access to the unit, use dwelling unit as a dwelling unit, not abandon property, etc.).

#### **Attachments:**

- Draft Parameters for Inclusionary Housing
- Chart with Inclusionary Housing Ordinances
- Meeting materials from February 2, 2023
- Skokie's Commitment to Affordable Housing

#### DRAFT PARAMETERS FOR INCLUSIONARY HOUSING ORDINANCE

The following was discussed as potential parameters for inclusion in an inclusionary housing ordinance (IHO):

### Applicability:

- Any new residential units containing 11 or more units;
- For sale or rental residential new construction projects with 11 or more (10 units or less are exempt);
- Existing residential properties that are converted from condominiums to rental properties; rental properties that are converted to condominiums; other commercial properties that are renovated to include 11 or more units of residential housing.

### Requirement of on-site units:

The required percentage of on-site units would be at a graduated scale based on the size of the development (inclusive of all unit types). The total percentage of on-site units that would be required to be affordable in developments (inclusive of all planned/proposed stages/phases of development) would be:

- 5 percent for developments containing 11-150 units; and
- 10 percent for developments containing 151 or more units.

## Zoning Relief and Site Plan Approval:

• Consider inclusion of relief for parking, height, and other zoning requirements to incentivize additional on-site affordable units (beyond what is required).

#### Additional Considerations for on-site unit calculations/requirements:

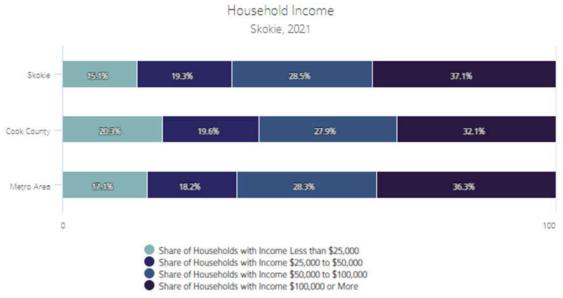
- Affordability levels would be split between 60% of AMI and 80% of AMI;
- Affordable units need to be a mix of all unit types offered throughout the building (i.e. all on-site affordable units cannot be 1-bedrooms) and need to be a mix comparable to the number of market rate units.
- When percentage is not a whole number, the number is rounded up to the next whole (e.g. A building with 126 units would be subject to 5 percent on-site requirement. This is 6.3 units; the requirement would be 7 units on-site).

### Consideration of Fee-in-lieu

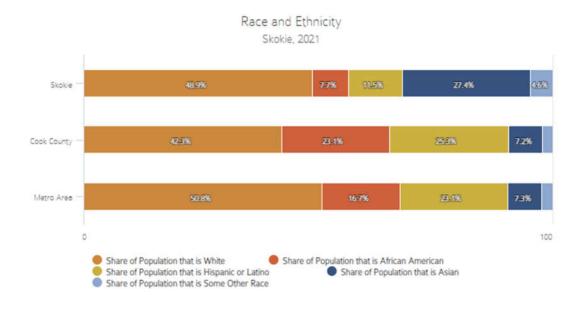
- The goal of an inclusionary housing ordinance is to build new affordable housing units. A fee-in-lieu is an opportunity to generate funds that could be directed to support affordable housing and should be an option to support affordable housing when it is not feasible to provide on-site housing.
- Further study of situations that are appropriate for fee-in-lieu should be considered.
- Fee-in-lieu should not be an option for projects of 100 units or more.

## Skokie Demographic & Housing Background

Skokie is an economically, racially, and ethnically diverse community. According to the 2020 Census, Skokie is slightly wealthier than the metropolitan region and Cook County. The chart below from DePaul University's Institute for Housing highlights the breakdown of income levels for households.



Racially and ethnically, Skokie's population is slightly different than the region, with a significant portion of the population that identifies as Asian (27.4% of the population as compared to 7.2% and 7.3% of the County and region).



Housing affordability is universally discussed in terms of different levels of income limits called "area median income". Different levels differentiate different potential levels or access points to housing assistance programs. <u>Planetizen</u> has an article that provides additional information on

AMI. The chart below breaks down income assumptions based on the incomes for the region that Skokie is located in. Low- and moderate income households are generally those that fall between 50%-80% of AMI; affordable workforce housing is generally considered those that fall between 80% and 120% of AMI. Deeper levels of affordability below 60% and 50% of AMI are often accompanied with supportive living environments with additional wraparound services for residents to support living arrangements.

## Area Median Income (AMI) Chart

Federal, state, and local laws place restrictions on the income of households assisted through various Department of Housing (DOH) programs. The maximum income level for DOH programs varies, according to the policies and regulations that guide each program.

The income limits refer to total household income, which includes the income of all adults in the household. For different income levels or larger households, see the complete chart.

Household Size	Area Median Income Limits 2022 (Effective April 18, 2022)											
	30%	40%	50%	60%	80%	100%	120%	140%				
1	\$21,900	\$29,200	\$36,500	\$43,800	\$58,350	\$73,000	\$87,600	\$102,200				
2	\$25,000	\$33,360	\$41,700	\$50,040	\$66,700	\$83,400	\$100,080	\$116,760				
3	\$28,150	\$37,520	\$46,900	\$56,280	\$75,050	\$93,800	\$112,560	\$131,320				
4	\$31,250	\$41,680	\$52,100	\$62,520	\$83,350	\$104,200	\$125,040	\$145,880				
5	\$33,750	\$45,040	\$56,300	\$67,560	\$90,050	\$112,600	\$135,120	\$157,640				
6	\$36,250	\$48,360	\$60,450	\$72,540	\$96,700	\$120,900	\$145,080	\$169,260				
7	\$38,750	\$51,720	\$64,650	\$77,580	\$103,400	\$129,300	\$155,160	\$181,020				
8	\$41,250	\$55,040	\$68,800	\$82,560	\$110,050	\$137,600	\$165,120	\$192,640				

Income limits are for the Chicago-Naperville-Joliet, IL HUD Metro FMR Area.

Effective until superseded.

Income limits for 30%, 50% and 80% as published by HUD.

Income limits for all other income levels calculated per HUD methodology, based on Very Low Income (50% AMI) limit.

Income limits for 9-person household calculated at 140% of 4-person limits. Income limits for 10person household calculated at 148% of 4-person limits.

According to the Village's adopted Consolidated Plan for Program Year 2020-2024 (PY20-24), the data analysis highlights the households most in need of support and the types of challenges found in housing units in Skokie (i.e. units were deficient in some manner).

The data indicates that CDBG priorities should focus on households with older adults and younger children. According to the Department of Housing and Urban Development (HUD) Area Family Median Income (HAMFI), approximately 52% of Skokie's households were low-/moderate-income. The greatest percentage of low-/moderate-income households is 59% for household with at least one person 75 years of age or older, followed by 57% of households with

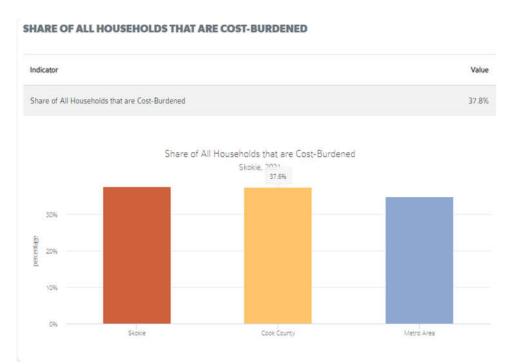
one or more children six years of age or younger and 39% of households with at least one person 62 to 74 years of age.

The breakdown of age, based on Census data, indicates that the share of the population under 18 years of age is similar to the Cook County and metropolitan region, but Skokie skews a bit older. Addressing housing challenges for the aging population will be an opportunity area for Skokie in the coming years and building strategies to support this work will be important.



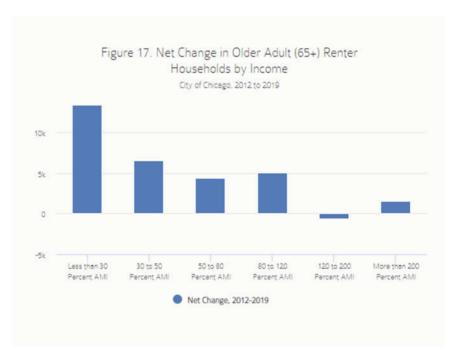
The Consolidated Plan further highlights challenges associated with housing in Skokie. These include:

- Housing units lack complete kitchen/plumbing facilities. The estimated number of households lacking complete plumbing or kitchen facilities is 75 households, with 50 of these households in renter-occupied housing and 25 in owner-occupied housing. All households living in these conditions were low- and moderate-income households.
- **Housing is overcrowded**. According to the Consolidated Plan, those living in 550 households were residing in overcrowded housing units. Overcrowded was considered 1-1.5 people per room.
- **Households are cost burdened.** This was identified as the greatest problem; there are more than 3,200 renter/owner-occupied households with a housing burden greater than 30% of household income, and greater than 4,000 renter/owner-occupied households with a housing burden greater than 50% of household income.



The previous chart is from DePaul University's Institute for Housing Studies. It highlights the nature of the regional issues of households being cost-burdened with housing. Skokie's share of all households that are cost-burdened (spending more than 30% of income on housing) is virtually the same as Cook County and the broader metropolitan region.

The goals highlighted in the next section build on Skokie's unique demographic profile and the state of housing in the community. The attention and support for older populations and their housing needs will need to be a top priority with both the existing older population and the aging Baby Boomers. A study by IHS, identified the range of housing needs for Cook County's older Adults. The following chart highlights the net change in older adult rental household income in Chicago is likely comparable to broader Cook County and considering Skokie's adjacency to Chicago is noteworthy. Significant growth in the 30 percent AMI and less income range was the most significant, but almost every other income range saw growth in a five-year span as well.



Preventing deferred maintenance and making sure homes are accessibility will be a or the cornerstone of work in the Village's housing rehabilitation programs; expansion to include renter-occupied housing will further diversify the Village's ability to help residents. Increasing the number of affordable units through an inclusionary housing ordinance, providing gap financing for developers engaged in affordable housing projects, and supporting projects seeking low-income housing tax credits also will represent opportunities to increase the number of affordable units in Skokie and reduce the portion of households that are housing-cost burdened.

## The Village of Skokie's Commitment to Affordable Housing

The Village of Skokie, founded in 1888, has a history of supporting affordable and diverse housing options. Highlights of this work include:

- The Village was one of the first communities in the region to adopt a fair housing ordinance in 1967.
- The Village has maintained a self-imposed property tax freeze since 1990. Recognizing the relationship that property tax bills play for housing costs, this has kept the Village's portion of the property tax as a percentage of the total tax bill low, which is currently around 6% of a typical property tax bill.
- Since 1975, the Village has administered its Community Development Block Grant (CDBG) funds to support the rehabilitation of owner-occupied housing for income eligible individuals. The Village has funded a housing rehab program since 1983. In recent years, the Village's Consolidated Plan has consistently targeted and allocated funding housing rehabilitation.
- In addition to the Housing Chapter of the Adopted Comprehensive Plan (Housing portion approved by the Village Board in 2007), the Village adopts a five-year Consolidated Plan to guide its funding for annual allocations for its CDBG entitlement. During each new process for plan development, a Needs Assessment is conducted through which housing availability, characteristics, and affordability are reviewed and documented.
- The Illinois Department of Housing Authority (IHDA) adopted the Affordable Housing Planning and Appeals Act (AHPAA) in 2003 to support the development and inclusion of moderately-priced housing in all communities across the State. Communities that maintain less than 10% of their housing as affordable by IHDA's metrics must adopt and submit an Affordable Housing Plan to IHDA. Skokie has maintained compliance with this act since its adoption. At IHDA's last measure, Skokie had 19.9% of its housing considered affordable.
- The Village has long recognized the relationship between housing and transportation for households and has advocated for the investment in public transportation options. The opening of the Oakton Street Yellow Line Station in 2012 marked significant investment (\$20 million from all funding partners) in both bringing workers by mass transit into Skokie's downtown and providing area residents access to Chicago's employment center. Further investment and partnership with Pace on its Pulse Line development connects Skokie residents and workers to eastern and western destinations via bus rapid transit options.
- Congregate Living Facilities are permitted in any residential district and are a special use in other districts. This gives flexibility to this housing type. Skokie has forty facilities and is recognized as a leader in providing this housing.

- In 2014, the Village adopted the Residential Rental Unit Standards and Neighborhood Integrity Initiative which required the registration of rental units. The ordinance requires the inspection of every rental unit prior to being offered to rent and when properties are sold; landlords also are also required to complete a Village-offered landlord training program.
- The Village's Neighborhood Enhancement Program, started in 2019, was designed to increase investment in qualifying neighborhoods where the Village had made investment to public infrastructure such as road, sidewalk, or alley improvements.
- Skokie's 2020 Commitment to Affordable Housing highlighted several priorities for affordable housing that include supporting the Neighborhood Enhancement and Home Improvement Program; providing housing financial and emergency assistance to households during the initial phases of the COVID-19 pandemic; and the development and implementation of the Neighborhood Integrity Initiative, which requires inspection of units and training for landlords.
- Since 2018 the Village has participated in a Regional Assessment of Fair housing, led by the Cook County Bureau of Economic Development. This collaboration among CDBG entitlement communities, public housing authorities, and not-for-profit organizations provides analysis and recommendations to further fair housing efforts in Cook County.
- Impact Behavioral Health broke ground on a 16-unit apartment building in downtown Skokie. Funding for the \$8 million structure was made possible from the Illinois Housing Development Authority (IHDA). The Village, Impact, and the state were able to jointly facilitate this project for Impact's low-income program participants.
- In 2020 and 2023, two new rental housing developments established Skokie as a desired location for new apartments (The Boulevard and Highpoint at 8000 North). In 2022, building on the success of recent residential development in Skokie, two projects under consideration opted to include 5% of units at levels affordable to 100% of Area Median Incomes (AMI). In total this was 15 more units of affordable housing for the Village in new developments. The Village Board in November 2022 directed the Plan Commission to engage in additional study and consideration of affordable housing policy recommendations. In January, February, and March 2023, the Plan Commission engaged in meetings to review strategies, hear from subject matter experts, and formulate recommendations for the Village Board.
- The Village has a variety of housing options for residents holding vouchers from the Housing Authority of Cook County as well as other units with on-site affordable housing through partner organizations and Cook County.

Percentage of Affordable Housing (IHDA)	Percentage of Affordable Units Required	AMI Required	Other Conditions	Compliance Procedures	Fee-In-Lieu (Y/N)	Fee-In-Lieu Amount	Alternatives to Providing Affordable Housing	Incentives for Applicants	Application	Number of Affordable Units Since Creation and Date	Working with Developers	Reference Section of Code
17.5%	10% (Private) 20% (Public)	100% AMI (units for sale) 60% AMI (units for rent)		Submit an Inclusionary Housing Plan on or before time of submission of building permit	Yes - must keep at least 5% on site and may pay fee in lieu of the remaining 5%	Downtown and Research Park zoning districts or		Expedited Application Process, Fee Deferral, Fee Waiver, Bonuses (density, height, FAR, parking), fee on market rate units deferred for a certain amount of time	Includes condo deconversions		buildings than larger buildings. Currently working on ordinances to address affordable units in smaller buildings. Most developers have been choosing the	Chapter 7
5.3%	15% (no less than 1)	80% AMI (units for sale) 60% AMI (units for rent)		Applicant shall present an Inclusionary Housing Plan, outlining specifics of the development's compliance with the affordable housing guidelines, as well as a Marketing Plan of how they will promote or sell the units	Yes- deposited directly into an Affordable Housing Trust Fund	Amount is not static. The cost for fee-in-lieu is a negotiated amount which is specified in the development agreement. City Countil determines cost based on ownership/rental, location, and type of development.	of land for development of affordable housing, or provision of another site,	building, review, inspection, sewer and water, demolition, impact, and other development fees) adjusted	Applies to residential developments with 5+ dwelling units (excludes single-family detached dwellings)	12 apartments and 2 condos in new developments, 17 senior cottages, and 10 affordable homes in Land Trust	Advice: Be upfront about the policies and expectations	Chapter 158
	and rental)	units shall be at 65% AMI, with the remaining affordable units at 100% AMI (units for sale). *33% of affordable units shall be at 0-50% AMI, 33% units shall be at 51-80% AMI and no more than 33% of		Application shall include an Inclusionary Housing Plan	Yes	Recently updated from \$125,000 to \$184,000 per unit	Other alternatives to fee-in-lieu is providing affordable units at an off-site location or a dedication of land for development land to the Highland Park Housing Commission	A waiver of all of the otherwise applicable fees for the affordable units. All applicable fees and costs shall apply to all market rate units. If there are Impact Fees associated with the affordable units, the funds shall come from funds in the Affordable Housing Trust Fund.	Applies to residential developments with 5+ dwelling units	100+ (since 2002)	developers time and time again, they know what is required and are used to the	Chapter 150, Article XXI
	below 50 units is tiered between 0 and 3 affordable units required (for both attached and	rental units. For 51+ rental units, half at 80% AMI and half at 100% AMI. *100% AMI (units for		Marketing plan required, and at developer's request, the Village or its designee shall assist the developer in marketing	No	N/A	Upon written request by developer, the Village may waive all requirements upon a two-thirds vote of the Corporate Authorities.	Additional building height, reduced off-street parking minimums, permit fee waivers and site plan reductions	Applies to developments that result in the addition of or contain 11 or more dwelling units in a multifamily, attached development or 30 or more dwelling units in a single-family, detached development	Nothing new since implementation in 2021, lots of projects on hold due to construction costs, etc. AMI was recently dropped from 120/100% to 100/80%.		Article 2, Sec 14
	Affordable Housing (IHDA)  17.5%  5.3%	Affordable Housing (IHDA)  17.5%  10% (Private) 20% (Public)  5.3%  15% (no less than 1)  7.3%  20% (units for sale and rental)  7.3%  10% (51+ units), below 50 units is tiered between 0 and 3 affordable units required (for both attached and	Affordable Housing (IHDA)  17.5%  10% (Private) 20% (Public)  17.5%  10% (Private) 20% (Munits for sale) 60% AMI (units for rent)  15% (no less than 1)  9.3%  20% (units for sale) 60% AMI (units for rent)  20% (units for sale) 60% AMI (units for rent)  20% (units for sale) 40% AMI (units for rent)  20% (units for sale) 40% AMI (units for rent)  20% (units for sale) 40% AMI (units for rent) 40% AMI (units for sale) 40%	Affordable Housing (IHDA)  Affordable Units Required  17.5%  10% (Private) 20% (Public)  100% AMI (units for sale) 50% AMI (units for rent)  15% (no less than 1)  9.3%  20% (units for sale) 60% AMI (units for rent)  9.3%  20% (units for sale) 40% AMI (units for rent)  9.3%  20% (units for sale) 40% AMI (units for rent)  20% AMI (units for rent)  20% AMI (units for rent)  20% AMI (units for sale) 40% AMI (units for rent)  20% AMI (units for rent)	Affordable Housing (HDA)  17.5%  10% (Private) 20% (Public)  10% AMI (units for sale) 60% AMI (units for rent)  80% AMI (units for sale) 60% AMI (units for rent)  80% AMI (units for able units shall be at 6.5% AMI (units for rent)  9.3%  20% (units for sale) 15% Applicant shall present an inclusionary Housing Plan on or before time of submission of building permit of submission of	Affordable Units   Required   AMI Required   Other Conditions   Compliance Procedures   Fee-In-Lieu (V/N)	Affordable Units Required Mousing (MDA)  17.5%  10% (Physic)  20% (Public)  18%  19%  10% AMI (units for rest)  20% (Public)  20% (Public)  20% AMI (units for rest)  20% AMI (units for all rest)  20% AMI (units for rest)  20% AMI (units for all rest)  20% AMI (units for rest)  20% AMI (units f	Affordable Mounting (RHDA)  17.5%  106, (Privable)  206, (Public)  107, AMI (units for action or belief time of outermount of visibilities period.  206, (Public)  2	Alternatives to Providing Affordable Hosping  12-56   Septimal Provided Control (1998)   Septimal Provided Control (1998)	All processing Model.  Note that the advantage of the control of t	Application brother between provincing Profession of Dispersion of Dispersion of Provincing Profession of Dispersion of Disper	Additional to company   Manual Processing   Manual Processing

Municipality	Percentage of Affordable Housing (IHDA)	Percentage of Affordable Units Required	AMI Required	Other Conditions	Compliance Procedures	Fee-In-Lieu (Y/N)	Fee-In-Lieu Amount	Alternatives to Providing Affordable Housing	Incentives for Applicants	Application	Number of Affordable Units Since Creation and Date	Working with Developers	Reference Section of Code
Arlington Heights	19.1%	5% (private) 10% (public)	1	district, 7.5% on-site	Annual reporting required by developers describing the status of each affordable unit including tenancy, turnovers, and income certifications for all new tenants.	For Downtown zoning district, up to 2.5% of units can be met by payment of a fee-in-lieu. No fee-in-lieu option for public developments	In Downtown district, up to 2.5% can be paid in the amount of \$25,000 per unit. In all other zoning districts, a fee of \$75,000 per unit may be paid.		Density bonuses, fee waivers (adjusted proportionally for the affordable units), no fee waivers on out of pocket fees or impact fees. Parking regulations may be reduced or subject to availability, parking may be satisfied using Downtown parking garages.	Applies to all new single- family (one and two family detached) dwelling units and new multi-family dwelling units	Affordable Housing Trust Fund since 2006 and Inclusionary Housing Ordinance since August 2020. Total Affordable Units built as required by the Village: 52. Total Affordable Units overall: 138.	Push back is a general response that the project will be financially infeasible with the affordable units included due to the below market rents.	Chapter 7, Article 17
St. Charles	17.1%	5% (for building size 1-15 units), 10% (for buildings 15+ units)	80% AMI (units for sale) 60% AMI (units for rent)		Developer may request City Council to approve an Alternative Affordable Housing Plan which demonstrates reasons why they are not able to comply with affordable housing criteria	Yes	Moved away from single fee to tiered amounts depending on type of development	Fee in lieu determined by City Council, unless developer gets fee waived from City Council due to one of the following: a demonstrated hardship, environmentally sensitive or natural areas, or limitations on development due to insufficient water or sewer utility capacities, unique parcel configurations or grades, can provide offsite affordable units, or provides an alternative Affordable Housing Plan	Density bonuses, development cost offsets (waiver of all building permit, demolition, and plan review fees, sewer and water connection fees, only to those relative to the required constructed affordable units within the development)	Applies to any residential development, with exceptions built prior to certain dates	75 units created since 2008	Almost all developers prefer to pay the fee-in-lieu and do so without much pushback	Title 19
Northbrook	5.7%	15%	33% of units at 50% AMI, 33% between 50- 80% AMI, 33% between 80-100% AMI (for rentals)		Developer must present an Affordable Housing Compliance Plan that outlines compliance	Yes	Amount is determined by City Council based on Affordable Housing requirements. Currently \$125,000 per unit.	The Affordable Housing Trust Fund is funded from multiple sources: private cash donations, payments in-lieu of providing affordable housing, demolition tax, etc	Density bonus, design flexibility,	Applies to residential development of 6 or more units		Advice: Bring difficult policy discussions up at the beginning of the meeting with developers.	Chapter 19, Article 7
Oak Park	22.6%	10%	120% AMI (units for sale) 60% AMI (units for rent)		Applicant must submit an Inclusionary Housing Plan that outlines and specifies compliance, with number of market rate units and affordable units, pricing schedule, and description of marketing plan.	Yes	paid at the same time as	Cash payment in-lieu of \$100,000 per affordable unit deposited into the Village's Affordable Housing Fund. The payment in-lieu makes applicant ineligible for permit fee reductions or to density or height bonuses.	Density and height bonus, waiver of building permit fees associated with construction of the affordable units	Applies to all new residential development	Adopted early 2019, not many new affordable units built	Most developers pay fee-in-lieu into the Affordable Housing Trust	Chapter 12, Article 5

#### Memorandum

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

To:

The Honorable Mayor George Van Dusen

John T. Lockerby, Village Manager

From:

Michael M. Lorge, Corporation Counsel

Date:

April 26, 2023

Subject: State of Illinois Affordable Housing Planning and Appeal Act Changes

Coincidentally, amendments to the State of Illinois Affordable Housing Planning and Appeal Act are moving through Springfield at the very time the Village of Skokie is considering changes to its affordable housing policies. Senate Bill 1476 was introduced in the Illinois Senate providing new terms and concepts to the existing Affordable Housing and Appeal Act and will have limited impact on all Illinois municipalities. The bill passed in the Senate last week by a vote of 43 to 12 along Party lines. This bill was an initiative of Housing Action Illinois and was sponsored in the Illinois Senate by Senator Gillespie.

State Representative Rashid is sponsoring the Bill in the House. The Bill is to be heard in the Housing Committee on April 26, 2023 and there is some expectation that the Bill will pass in the House with amendments to the Senate version.

It is advisable that our work on our municipal affordable housing policy considers what is happening in Springfield. Once again, the Village of Skokie affordable housing policies will continue to exceed the new policies in this amended legislation. The Village has always demonstrated a progressive approach to affordable housing by exceeding exempt status requirements and outperforming all of our neighboring communities. Now we have an opportunity to establish policies that focus this work with intentional affordable housing programs.

If passed by the Illinois House, SB 1476 as now amended in the House, would:

Not modify the definition of "exempt local government." The Village of Skokie has always been exempt because our affordable housing units remain near 20%. The revised Affordable Housing and Appeal Act as amended in the House will maintain 10% as the required threshold of affordable housing units in a municipality to be exempt from the Act. The Senate had considered 15% to be exempt from the Act but it will be kept at 10%. This will retain the Village of Skokie well within the threshold target of the Affordable Housing and Appeal Act of the State. The definition will also exempt local governments with a population under 2,500 rather than the current 1,000. There is currently no baseline in the Bill for AMI.

The Act will now require that when calculating the rental cost of housing units, the calculation shall include the cost of parking, maintenance and landlord-imposed fees if this information is available from the Census Bureau.

The existing authority for a municipality to use its zoning powers to create and preserve affordable housing remains, which provides opportunity for the Zoning Board to be engaged in the process of affordable housing. There are new requirements for affordable housing plans which apply to non-exempt local governments. In light of the fact that the Village of Skokie is exempt under the existing and proposed amended Act, it is not necessary to examine all of the requirements in the amended Act. However, it does currently include that Municipalities that are not exempt because they fall below 10% of affordable housing are given a new 5 year target for reaching goals to increase affordable housing to 10% and a timeline up to 24 months to implement the components of any plan.

Further developments will be conveyed to the Board as the Bill works through the legislative process.