

Village of Oak Lawn Board of Trustees Regular Meeting Agenda  
Village Hall Auditorium- 9446 S. Raymond Ave.  
#2023-15 Tuesday, September 12, 2023 7:30 pm

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comments
5. Conflict of Interest Disclosure
6. Approval of closed meeting minutes #2023-08 dated July 11, 2023.
7. Approval of regular meeting minutes #2023-14 dated August 8, 2023.
8. New Business by Village Trustees
9. Village Manger's Report
10. Consent Agenda

All items on the consent agenda are routine and have been brought forward at the direction of the Board of Trustees, Village Manager, or Village Committees and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately.

- A. Request the Board of Trustees approval of the Traffic and Safety Commission's recommendation (6-0) for a three way stop sign and crosswalk at the intersection of 108<sup>th</sup> street and Kilpatrick; Jennifer Sagrati, petitioner.
- B. Ordinance #23-15-59: An Ordinance approving certain traffic regulations (erection of 3-way stop signs and a crosswalk at the intersection of 108<sup>th</sup> and Kilpatrick Avenue).
- C. Ordinance #23-15-60: An Ordinance amending section 8-5-7 (charges for Village collection) of the Oak Lawn Village code relative to refuse collection rates and charges. (Village Manager)
- D. Ordinance #23-15-61: An Ordinance authorizing the Public Works department to dispose and sell at auction thirteen (13) surplus vehicles. (Village Manager)
- E. Resolution #23-15-55: A Resolution approving an authorizing a performance-based merit increase for the Village Manager of the Village of Oak Lawn. (Trustees Olejniczak and Soch)
- F. Resolution #23-15-56: A Resolution approving the Collective Bargaining Agreement between the Village of Oak Lawn and the Illinois FOP Labor Council, Oak Lawn Police Supervisors Association. (Village Manager)
- G. Resolution #23-15-57: A Resolution approving and authorizing execution of a permanent utility easement agreement with the City of Palos Hills as part of the Regional Water System Improvement Project (7301 West 105<sup>th</sup> Street, Palos Hills, Illinois). (Village Manager)

- H. Resolution #23-15-58: A Resolution approving an economic incentive agreement by and between the Village of Oak Lawn and Kelly Nissan, Inc. (Village Manager)
- I. Resolution #23-15-59: A Resolution approving a proposal from Christopher B. Burke Engineering, LTD. For professional design and construction engineering services for the 2024 Street Program. (Village Manager)
- J. Resolution #23-15-60: A Resolution waiving competitive bidding and approving the purchase and installation of security cameras and related equipment by All Information Systems, Inc. at the Patriot Station parking tower for a total price not to exceed \$189,346.00. (Village Manager)

11. Village Clerk's Report

- A. Disbursement Resolution #2023-15D1 dated August 23, 2023.
- B. Disbursement Resolution #2023-15D2 dated September 14, 2023.

12. Village's President's Report

- A. Mayoral Proclamation 2023-004: Payroll Week
- B. Mayoral Proclamation 2023-005: Ovarian Cancer Awareness
- C. Mayoral Proclamation 2023-006: Constitution Week
- D. General Village Matters

13. Executive Session #2023-10 for the purpose of discussing 1) the closed meeting minutes #2023-09 dated August 8, 2023 and 2) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body.

14. Adjournment

**Village of Oak Lawn, Illinois  
Municipal Center @ 9446 S. Raymond Avenue  
President and Board of Trustees  
Regular Meeting Minutes #2023-14  
Tuesday, August 8, 2023**

1. Call to Order

2. Roll Call was taken by Clerk Henning at 7:32pm.

Village President: Terry Vorderer- present

Village Trustees:	Tim Desmond- absent	Alex G. Olejniczak- present
	Ralph Soch- present	Paul Mallo- present
	Jamie Pembroke- present	William "Bud" Stalker- present

Mayor Vorderer announces that we have a quorum.

Also Present:

Village Manager:	Tom Phelan
Assistant Village Manager:	Jerry Dillon
Police Chief:	Dan Vittorio
Director of Emergency Communications:	Diana Tousignant
Finance Director:	Adam Metz
Director of Human Resources:	Jane Vulich
Director of Grants Administration:	Coleen Barkmeier
Village Treasurer:	Joe Skibinski
Village Attorney:	Tom Melody
Village Attorney:	Michele Niermann

3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Public Comments

There were no public comments.

5. Baker Tilly presentation - The Village of Oak Lawn Fiscal Year 2022 Audit

Joe Lightcap introduces himself as the Managing Auditor for Baker Tilly, the external auditor for the Village of Oak Lawn. He provides the Board of Trustees an overview of the Audit. The purpose of the audit is to obtain an opinion that the Village's financial statements are prepared in conformity with Generally Accepted Accounting Principles (GAAP). \*

(\*for more information, a copy of the audit is on display outside of the Clerk's office)

6. Approval of closed meeting minutes #2023-07 dated June 13, 2023.

Trustee Soch motioned to approve the closed meeting minutes, seconded by Trustee Stalker.

Roll Call: Trustee Soch- yes Trustee Mallo- yes  
Trustee Pembroke- yes Trustee Stalker- yes  
Trustee Olejniczak- yes

Motion passes 5-0-1.

7. Approval of regular meeting minutes #2023-13 dated July 11, 2023.

Trustee Soch motioned, seconded by Trustee Pembroke to approve the regular meeting minutes.

Roll Call: Trustee Soch- yes Trustee Mallo- yes  
Trustee Pembroke- yes Trustee Stalker- yes  
Trustee Olejniczak- yes

Motion passes 5-0-1.

8. New Business by Village Trustees

Trustee Pembroke of District 4 thanks the Public Works department for the tree branch trimming along the parkway on Pulaski Rd. The residents are very happy.

Trustee Mallo of District 3 thanks the residents for attending National Night Out which was held recently on August 1<sup>st</sup>. He feels everyone had a great time. There are two more Sunday Concerts for the month of August, and Fall Fest will be held September 8<sup>th</sup> through 10<sup>th</sup>.

Mayor Vorderer adds that he brought one of his grandchildren and so many children were impressed with the Police and Fire Departments. He thanks Chief Vittorio for his efforts. If you weren't able to make it this year, pay attention for next year. It falls the first Tuesday of August.

Chief Vittorio thanks Trustee Mallo's Special Events Commission for their help organizing; specifically, staff Dee Adasiak and Gary Gudino. There was a DJ, face painting, all something new which was discussed previously.

Trustee Olejniczak also comments on the National Night Out. The Fire Department was also present and put on a very good show of what actually happens when a fire breaks in the home and how quickly flames travel. He enjoyed the police dog and the showing of police officers.

Trustee Olejniczak continues regarding the construction on Southwest Highway and 95<sup>th</sup> street. Everything is going as planned and should be completed in the next thirty to sixty days depending on supply issues. There was one extra project that need to be added for ADA compliant curbs. The commission has been working with Representative Kelly Burke for potential funding for this project.

Manager Phelan adds that we decided not to wait on any funding and to make the curbs on the four islands compliant with current Village funding.

Trustee Olejniczak adds that St. Gerald's Carnival will be this weekend, August 11-13<sup>th</sup>, with a lot of fun for everyone.

9. Village Manager's Report

Village Manager Tom Phelan announces there is no report this evening.

#### 10. Consent Agenda

All items on the consent agenda are routine and have been brought forward at the direction of the Board of Trustees, Village Manager, or Village Committees and will be enacted with one motion. If discussion is desired, that item will be removed from the consent agenda and considered separately.

- A. Request the Board of Trustees approval of the St. Catherine's Charge-On 5K to be held Saturday, August 19, 2023 which will begin and end at Lawn Manor Park at 108th and Kostner Ave. (Village Manager).
- B. Request the Board of Trustees approval to waive the Village incurred fees in the amount of three thousand, three hundred and sixty-one dollars and twenty-two cents (\$3,361.22) associated with the St. Catherine's Charge-On 5K. (Village Manager)
- C. Request the Board of Trustees approval of the Kid Identification Safety Seat Event sponsored by the Oak Lawn Children's Museum and the Illinois State Police. The event will take place Saturday, August 26, 2023, at Patriot Station. (Village Manager)
- D. Request the Board of Trustees approval to waive the Village incurred fees in the amount of seventeen hundred dollars (\$1700.00) associated with the Kid Identification Safety Seat Event. (Village Manager)
- E. Request the Board of Trustees approval of the World Vision for Water 6K to be held on Saturday, September 23, 2023, which will begin and end at Oak Lawn Hometown Middle School. (Village Manager)
- F. Request the Board of Trustees approval to waive the Village incurred fees in amount of five thousand, six hundred and twenty-two dollars and eighty-nine cents (\$5,622.89) associated with the World Vision 5K. (Village Manager)
- G. Request the Board of Trustees approval of the St. Linus Hawktoberfest on Saturday, September 16, 2023. (Village Manager)
- H. Request the Board of Trustees approval to waive the Village incurred fees in the amount of five hundred, thirty-seven dollars and eighty-four cents (\$537.84) associated with the St. Linus Hawktoberfest event. (Village Manager)
- I. Ordinance #23-14-49: An Ordinance authorizing the Police Department to auction four (4) seized vehicles. (Village Manager)
- J. Request the Board of Trustees approval of the Traffic and Safety Commissions unanimous referral for 4-way stop signs at the corners of 97th street and Major and 97th street and Menard.
- K. Ordinance #23-14-50: An Ordinance approving certain traffic regulations (erection of 4-way stop signs at the intersection of 97th street and Major Avenue).

- L. Ordinance #23-14-51: An Ordinance approving certain traffic regulations (erection of 4-way stop signs at the intersection of 97th street and Menard Avenue).
- M. Request the Board of Trustees approval of the Traffic and Safety Commission's unanimous recommendation to restrict parking to a maximum of 2 hours on the east and west sides of 55th Avenue, from 95th Street north to the alley.
- N. Ordinance #23-14-52: An Ordinance approving certain traffic regulations (posting two-hour parking signs (twenty- four hours a day/seven days a week) on the east and west sides of 55th Avenue, from 95th Street north to alley).
- O. Request the Board of Trustees approval of the Traffic and Safety Commission's unanimous recommendation for a 4-way stop sign at the intersection of 98th Street and Massasoit Avenue.
- P. Ordinance #23-14-53: An Ordinance approving certain traffic regulations (erection of 4-way stop signs at the intersection of 98th Street and Massasoit Avenue).
- Q. Request the Board of Trustees approval of the Appeals Board recommendation (7-0) for a second garage variation and a 113 square foot lot coverage variation in an R-1 zoned district at 4826 W. 97th street; Martin Canny, petitioner.
- R. Ordinance #23-14-54: An Ordinance granting variations for a second garage and 113 square foot lot coverage in the R-1 single-family residence zoning district at 4826 W. 97th street.
- S. Request the Board of Trustees approval of the Appeals Board recommendation (7-0) for a wall sign square footage variation at 11055 S. Cicero Avenue; Jacob Cocanig, petitioner.
- T. Ordinance #23-14-55: An Ordinance granting a 28.23 square foot variation for a wall sign in the C-2 zoning district at 11055 S. Cicero Avenue.
- U. Request the Board of Trustees approval of the Zoning and Planning Commission's recommendation to rezone the property at 9401 S. Oak Park Ave. from an R-3 (multi-family) district to PL (public land) district.
- V. Ordinance #23-14-56: An Ordinance rezoning certain real estate from R-3 (multi-family) to PL (public land) at 9401 S. Oak Park Avenue- Oak Lawn Park District. (Village Manager)
- W. Resolution #23-14-51: A Resolution waiving competitive bidding and approving an amendment to service agreement with Andy Frain Services, Inc. for crossing guard and special events personnel services for the 2023-2024 school year. (Village Manager)
- X. Resolution #23-14-52: A Resolution waiving competitive bidding and approving a professional services contract with Huff & Huff, Inc. for 2023 prairie management, monitoring and reporting Services in connection with installation for water transmission main on property owned by Commonwealth Edison for a total price not to exceed \$25,360. (Village Manager)

- Y. Resolution #23-14-53: A Resolution approving and authorizing execution of an Intergovernmental Agreement with the County of Cook, Illinois for Housing and Urban Development. (Village Manager)
- Z. Resolution #23-14-54: A Resolution approving a first amendment to the economic incentive agreement by and between the Village of Oak Lawn and Fran Napleton Lincoln, Inc. (Napleton Cadillac). (Village Manger)

Trustee Mallo motioned to approve the consent agenda, seconded by Trustee Pembroke.

Roll Call:           Trustee Soch- yes                   Trustee Mallo- yes  
                  Trustee Pembroke- yes           Trustee Stalker- yes  
                  Trustee Olejniczak- yes

Motion passes 5-0-1.

11. Village Clerk’s Report

- A. Disbursement Resolution #2023-14D-1 dated August 8, 2023 in the amount of \$6,413,666.05 (six million, four hundred and thirteen thousand, six hundred and sixty six dollars and five cents).

Trustee Mallo motioned, seconded by Trustee Pembroke to approve the disbursement resolution.

Roll Call:           Trustee Soch- yes                   Trustee Mallo- yes  
                  Trustee Pembroke- yes           Trustee Stalker- yes  
                  Trustee Olejniczak- yes

Motion passes 5-0-1.

12. Village President’s Report

- A. Request the Board of Trustees approval of the Liquor and Tobacco Licensing Review Boards recommendation for a class B liquor license at Global Liquors, LLC at 5711-13 W. 95th Street; Pradeep Patel, petitioner.

Trustee Mallo motioned to approve, seconded by Trustee Soch.

Roll Call:           Trustee Soch- yes                   Trustee Mallo- yes  
                  Trustee Pembroke- yes           Trustee Stalker- yes  
                  Trustee Olejniczak- yes

Motion passes 5-0-1.

- B. Ordinance #23-14-57: An Ordinance authorizing the issuance of a new class ‘B’ liquor license by the Village of Oak Lawn (Global Liquors, LLC).

Trustee Mallo motioned to approve, seconded by Trustee Pembroke.

Roll Call:           Trustee Soch- yes                   Trustee Mallo- yes  
                  Trustee Pembroke- yes           Trustee Stalker- yes  
                  Trustee Olejniczak- yes

Motion passes 5-0-1.

- C. Ordinance #23-14-58: An Ordinance decreasing the number of class ‘F’ liquor licenses by one (1) by the Village of Oak Lawn due to business ending sale of liquor (Smashburger).

Trustee Mallo motioned to approve, seconded by Trustee Pembroke.

Roll Call:           Trustee Soch- yes                           Trustee Mallo- yes  
                  Trustee Pembroke- yes               Trustee Stalker- yes  
                  Trustee Olejniczak- yes

Motion passes 5-0-1.

E.       General Village Matters

Mayor Vorderer reminds residents that the 911 Memorial Ceremony will take place at 9:11am on September 11, 2023 at Patriot Station and invites everyone out for this event.

13. Executive Session #2023-09 for the purpose of discussing 1) the closed meeting minutes #2023-08 dated July 11, 2023, 2) the purchase or lease of real property for the use of the public body, 3) the setting of the price for sale of property owned by the public body, 4) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and 5) the appointment, employment, compensation, discipline, performance or dismissal of specific employee(s) of the Village.

Trustee Mallo motioned to move into executive session at 8:02pm, seconded by Trustee Pembroke.

Roll Call:           Trustee Soch                           Trustee Mallo  
                  Trustee Pembroke               Trustee Stalker  
                  Trustee Olejniczak

Motion passes 5-0-1.

The Board of Trustees resumed open session at 8:52am.

14. Adjournment

Trustee Soch motions to adjourn open session at 8:52pm seconded by Trustee Pembroke.  
Voice Vote, all voted aye.





## VILLAGE OF OAK LAWN BOARD OF TRUSTEES MEETING AGENDA ITEM SUBMISSION SHEET

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**Meeting Date:** August 4<sup>th</sup> 2023

**Agenda Item Number:** TC-1310-SS

**Department:** Building & Zoning

**Staff contact:** Donald E. McKenna

**Staff contact email:** [dmckenna@oaklawn-il.gov](mailto:dmckenna@oaklawn-il.gov)

**Staff contact phone:** 708 499 7800

### **SUMMARY**

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At the regularly scheduled meeting of the Traffic Safety Committee held on Thursday, August 4th, 2023, Petition TC-1310-SS a request for a 3-way stop signs and crosswalk at 108th Street and Kilpatrick Avenue was presented to the Committee. The petitioner, Jennifer Sagrati is from 10740 S. Kilpatrick Avenue unit 3SE.

### **BACKGROUND**

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108<sup>th</sup> & Kilpatrick Avenue is a “T” intersection. Presently there is one stop sign on 108<sup>th</sup> Street. The petitioner is requesting stop signs in all 3 directions and crosswalks over Kilpatrick Avenue. On July 6<sup>th</sup>, 2023 the Traffic Safety Committee voted unanimously 6-0 to recommend a traffic study for the above subject intersection. The traffic study revealed a significant volume of traffic on Kilpatrick Avenue. It was noted that a crosswalk must extend to a public sidewalk, since the northwest corner extends to a driveway, a crosswalk would not be possible at said location. However, a crosswalk can be installed from the southwest corner of the intersection extending east. The petitioner further explained that there is an abundance of pedestrians crossing at this intersection, coming from the school and ball field.

### **RECOMMENDATION:**

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The Traffic Safety Committee unanimously voted, (6-0) to recommend petition TC-1310-SS, a request for a 3-way stop sign and crosswalk at the intersection of 108<sup>th</sup> Street & Kilpatrick Avenue, to the Village President and Board of Trustees for final approval and implementation.



THE VILLAGE OF  
**OAK LAWN**

## REQUEST FOR TRAFFIC CONTROL DEVICES

<b>FOR OFFICE USE ONLY</b>
TC# <u>1310</u>
RECEIVED: _____
DISTRICT _____

APPLICANT MUST COMPLETE ALL PORTIONS OF THIS APPLICABLE SECTION BEFORE THE REQUEST CAN BE CONSIDERED BY THE TRAFFIC REVIEW COMMITTEE. A SEPARATE REQUEST FOR TRAFFIC CONTROL DEVICES FORM MUST BE COMPLETED FOR EACH REQUEST SUBMITTED.

### STOP SIGN REQUEST

REASON FOR REQUEST:	HIGH ACCIDENT RATE	HIGH TRAFFIC VOLUME	DESIGNATED SCHOOL CROSSING	POOR VISIBILITY	OTHER
LIST THE INTERSECTION AND DIRECTION TRAFFIC IS REQUESTED TO STOP					No stop signs on Kilpatrick from 107 <sup>th</sup> to 109 <sup>th</sup>
DIRECTION OF TRAFFIC	STREET TO STOP AT		CROSS STREET		
North & South traffic on	Kilpatrick Avenue at corner of		108 <sup>th</sup> St.		

only one stop sign facing east for traffic on 108<sup>th</sup> St.

LIST IF / WHEN POLICE WERE NOTIFIED: \_\_\_\_\_

COMMENTS: This corner of 108<sup>th</sup> & Kilpatrick is a high traffic area. Pedestrian crossing area for participants who participate in District 218's adult transition program (for special needs ages 18-22) as well as for the PAREK/Playing fields. Request for Speed limit to slow/caution for school / Park zone & markings painted on street for crosswalk zone.

- 1.) Stop signs are intended to assign right-of-way at an intersection.
- 2.) Many people believe that forcing motorists to stop at each intersection will decrease overall speed.
- 3.) Most motorists accelerate between intersections to make up for the time lost at stop signs.
- 4.) Inappropriate installation of extra stop signs may cause additional problems such as more rear-end collisions.
- 5.) Stop signs should only be installed if warranted. The use of traffic counts, accident reports, traffic speed studies and sight distance measurements are a few of the warrants.
- 6.) By following the appropriate steps prior to installing stop signs, their use, and location may reduce accidents and properly regulate traffic through an area. Improper signing and ignoring the warrants creates dangerous conditions for both motorists and the responsible Municipality.

Person Making Request / Spokesperson:

Name: Jennifer Sagrati condo  
 Address: [REDACTED]  
 Phone #: [REDACTED]

Return Completed Form To: Village of Oak Lawn  
 Attn: Traffic Review Committee  
 9446 Raymond Avenue  
 Oak Lawn, Illinois 60453

Use the reverse side of this form to obtain signatures from residents on the block who agree with your request.

# PETITION

REQUEST: Stop Sign on North & South Direction (So on the east & west side of street) on 108<sup>th</sup> & Kilpatrick corner with crosswalk markings painted on the street and signage for school/park zone/pedestrian crossing for caution and to slow down speed in this zone.

(ONLY ONE SIGNATURE PER ADDRESS)

NAME

ADDRESS

Alison Wilde  
Dan Hennigan  
Robert Hennigan  
Bryan Hennigan  
Carol Hennigan  
Tracy Hennigan  
Rachel Hennigan  
Julie Slaresnich  
Cynthia Hughes  
Ashley Haehnlein  
Lisa Durcan  
Robyn Master  
Margaret Lavin  
Christine Slaweck  
Evan Johnston  
Anthony Guzzo  
Justin Dzewerth  
Klara Smolik  
Jessica Clendenning  
James Clendenning  
Mary Masick  
Jennifer Sagrati  
Lori WEBER  
Bruce Flozak  
Amy Anderson  
Nehman Hamard



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**THE VILLAGE OF OAK LAWN**  
**Cook County, Illinois**

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**ORDINANCE**  
**NO. \_\_\_\_\_**

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**AN ORDINANCE APPROVING CERTAIN TRAFFIC REGULATIONS  
(ERECTION OF THREE-WAY STOP SIGNS AND A CROSSWALK AT THE  
INTERSECTION OF 108<sup>TH</sup> STREET AND KILPATRICK AVENUE)  
(PETITION TC-1310-SS)**

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**TERRY VORDERER, President**  
**CLAIRE HENNING, Village Clerk**

**TIM DESMOND**  
**ALEX G. OLEJNICZAK**  
**PAUL MALLO**  
**JAMIE PEMBROKE**  
**WILLIAM R. STALKER**  
**RALPH SOCH**  
**Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the  
Village of Oak Lawn

**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 23-0 -**

**AN ORDINANCE APPROVING CERTAIN TRAFFIC REGULATIONS  
(ERECTION OF THREE-WAY STOP SIGNS AND A CROSSWALK AT THE  
INTERSECTION OF 108<sup>TH</sup> STREET AND KILPATRICK AVENUE)  
(PETITION TC-1310-SS)**

**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, on August 4, 2023, the Traffic Safety Committee of the Village of Oak Lawn heard Petition TC-1310-SS from resident Jennifer Sagrati ("Petitioner"), requesting three-way stop signs and a crosswalk at the intersection of 108<sup>th</sup> Street and Kilpatrick Avenue; and

**WHEREAS**, the Petitioner provided a petition with twenty-six signatures in support of Petition TC-1310-SS and stated that there is presently only one stop sign on 108<sup>th</sup> Street at the intersection with Kilpatrick Avenue, which is a high traffic area from participants of District 218's adult transition program, as well as for the park and playing fields. The Petition further stated that there is an abundance of pedestrians crossing at this intersection, coming from the school and ball field, and there are no markings for a crosswalk at the intersection; and

**WHEREAS**, on July 6, 2023, the Traffic Safety Committee voted unanimously, 6-0, to recommend a traffic study for the above intersection, which revealed a significant volume of traffic on Kilpatrick Avenue. It was further noted that a crosswalk must extend to a public sidewalk; since the northwest corner extends to a driveway, a crosswalk would not be possible at said location. However, a crosswalk can be installed from the southwest corner of the intersection extending east; and

**WHEREAS**, on August 4, 2023, the Traffic Safety Committee voted unanimously, 6-0, to recommend to the Village President and Board of Trustees Petition TC-1310-SS, implementing the request for three-way stop signs and a crosswalk at the intersection of 108<sup>th</sup> Street and Kilpatrick Avenue; and

**WHEREAS**, the President and Board of Trustees of the Village of Oak Lawn find and determine that it is in the best interests of the Village and its residents to adopt the findings and recommendations of the Traffic Safety Committee and approve Petition TC-1306-SS.

**NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if such recitals were set forth fully herein.

**SECTION TWO:** Pursuant to Section 11-4-3 of the Oak Lawn Village Code, the Village President and Board of Trustees hereby approve Petition TC-1310-SS and the erection of three-way stop signs and a crosswalk at the intersection of 108<sup>th</sup> Street and Kilpatrick Avenue.

**SECTION THREE:** The Department of Public Works is hereby authorized and directed to erect three-way stop signs and a crosswalk in accordance with the provisions of this Ordinance and Section 11-4-3 of the Oak Lawn Village Code.

**SECTION FOUR:** The Village Clerk is hereby authorized to add the intersection of 108<sup>th</sup> Street and Kilpatrick Avenue to the list of street designations maintained in the Village Hall pursuant to Section 11-4-9 of the Oak Lawn Village Code.

**SECTION FIVE:** Any person violating any of the restrictions or prohibitions set forth herein shall be subject to the penalties for such violations as prescribed by the Oak Lawn Village Code, as now existing or hereafter amended.

**SECTION SIX:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION SEVEN:** This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. 23-0\_ -\_\_**,

**AN ORDINANCE APPROVING CERTAIN TRAFFIC REGULATIONS  
(ERECTION OF THREE-WAY STOP SIGNS AND A CROSSWALK AT THE  
INTERSECTION OF 108<sup>TH</sup> STREET AND KILPATRICK AVENUE)  
(PETITION TC-1310-SS)**

which Ordinance was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12th day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12<sup>th</sup> day of September, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]



**VILLAGE OF OAK LAWN**  
**Board of Trustees Meeting**  
**AGENDA ITEM SUBMISSION SHEET**

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Meeting Date: September 12, 2023

Agenda Item Number:  
(Clerk's Office will insert)

Department: Finance/Public Works

Staff Contact: Jerry Dillon / Bill Meyer

Staff Contact email/phone number: [jdillon@oaklawn-il.gov](mailto:jdillon@oaklawn-il.gov) 708-499-7881

**SUMMARY**

Village Management is seeking approval to officially amend the Village Ordinance noting the Refuse Rate for Village Residents. At the September 27, 2022, Board Meeting the amended contract with Republic Services was renewed. This agenda item updates the Village Ordinance 8-5-7: CHARGES FOR VILLAGE COLLECTION to start charging the Village Residents the new rates as of October 1, 2023. I have attached a draft with the changes in red.

**RECOMMENDATION**

Village Management recommends approving to have the Ordinance Match the contract rates.



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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NO. 23-0\_ -\_\_**

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**AN ORDINANCE AMENDING SECTION 8-5-7 (CHARGES FOR VILLAGE  
COLLECTION) OF THE OAK LAWN VILLAGE CODE RELATIVE TO REFUSE  
COLLECTION RATES AND CHARGES**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

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Published in pamphlet form by authority of the President and Board of Trustees of the  
Village of Oak Lawn

**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 23-0 -**

**AN ORDINANCE AMENDING SECTION 8-5-7 (CHARGES FOR VILLAGE  
COLLECTION) OF THE OAK LAWN VILLAGE CODE RELATIVE TO REFUSE  
COLLECTION RATES AND CHARGES**

**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Title 8, Chapter 5, "Garbage, Refuse, and Electronic Recycling," of the Oak Lawn Village Code (the "Village Code"), governs the removal and disposal of residential refuse within the corporate boundaries of the Village and sets the rates and charges for such services by the Village or its delegated representative;

**WHEREAS**, the Village has entered into a Second Amendment to The Refuse, Recyclables & Landscape Waste Collections & Disposal Services Agreement, with Allied Waste Transportation, Inc. d/b/a Republic Services of Crestwood (the "Contractor"), effective as of September 27, 2022, establishing, in part, monthly fees to be charged per residence for refuse and bulk refuse collection, curbside recycling, landscape waste collection and use of toters for the period of October 1, 2023, through September 30, 2024 as follows: (1) \$21.41 for senior citizens (age 65 or older), and (2) \$24.36 for other residents (the "2023-2024 refuse collection charges"); and

**WHEREAS**, the President and Board of Trustees of the Village of Oak Lawn find and determine that it is necessary and desirable to amend the Village Code to reflect the 2023-2024 refuse collection charges so that the new charges can be implemented as of the effective date of October 1, 2023.

**BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES  
OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

**SECTION TWO:** Section 8-5-7 (CHARGES FOR VILLAGE COLLECTION) of the Oak Lawn Village Code is hereby amended to read in its entirety as follows:

**8-5-7: CHARGES FOR VILLAGE COLLECTION:**

A. Effective ~~November 1, 2022~~, **October 1, 2023**, refuse collection charges for each residential and nonresidential account shall be as follows:

1. Residential quarterly billing:

a. Seniors (over age 65): ~~Sixty-one dollars and seventeen cents~~ **Sixty-four dollars and twenty-three cents** (~~\$61.17~~ **\$64.23**);

b. Person(s) with a disability: ~~Sixty-one dollars and seventeen cents~~ **Sixty-four dollars and twenty-three cents** (~~\$61.17~~ **\$64.23**);

(1) "Person(s) with a disability" as used in this section means any person who is, and who is expected to indefinitely continue to be, subject to any of the five (5) types of disabilities consistent with the term as defined in the Illinois State Statute, 15 Illinois Compiled Statutes 335/4A; or person(s) with a disability that are receiving social security or SSI benefits. This reduction shall only apply to homeowners with a disability as defined above or alternatively, legal guardians of a person with a disability who reside in the residence of the applicant seeking the reduction.

(2) The Village of Oak Lawn recognizes that it lacks the resources to establish a system for determining whether an applicant under this section is a "person(s) with a disability" as defined herein. As a result, in order to receive the reduction allowed under this section, the Village of Oak Lawn will only accept the following documents as validation of proof that the applicant is a "person with a disability" or has a disability and is receiving social security or SSI benefits:

(A) Person(s) with a disability validation. The applicant must provide a valid "Illinois person with a disability identification card" obtained through the Illinois Secretary of State as provided for in 15 Illinois Compiled Statutes 335/4.

(B) Social security validation. The applicant must provide a current social security or SSI benefit verification letter which contains the applicant's current residence, age and disability.

c. Nonseniors: ~~Sixty-nine dollars and sixty cents~~ **Seventy-three dollars and eight cents** (~~\$69.60~~ **\$73.08**).

2. Nonresidential monthly billing:

a. All customers: ~~Twenty-three dollars and twenty cents~~ **Twenty-four dollars and thirty-six cents** (~~\$23.20~~ **\$24.36**).

All charges shall be billed to and paid by the occupant, owner or owner's agent, tenant, or individual in whose name the water account appears, or otherwise as the Village Collector may provide. Collection of the charges for water provided, sewage treated and refuse collected shall not be collected separately from each other. Wherever refuse disposal is not required for a full billing cycle, the individual furnished the service shall pay on a pro rata basis for portions of the billing cycle during which he receives services. The basic charge shall entitle each account to a weekly collection of all household waste including garbage, rubbish and recyclables.

B. Only one of the following listed items may be placed out for pick up, without additional charge, each week:

1. Furniture and large household goods, to include, but not be limited to, televisions, hot water heaters, sofas, dressers, lamps, chairs, tables, mattresses, rolls of carpet (not more than 4 feet in length).

2. Small amounts of sod, earth, and rocks, provided the items listed are put into a suitable container not exceeding sixty (60) pounds.

3. Construction material (except new construction) including, but not limited to, furnaces, bathtubs, shower stalls, doors, windows, and other items that are considered part of a dwelling. It shall also include loose remodeling and repair construction materials, provided such items are put in a suitable container or in a bundle not exceeding four feet (4') in length, and not weighing over sixty (60) pounds.

Customers who wish to set out more than one of the items listed per week will be directed to contact the contractor to make arrangements for collection at an additional cost.

Dead animals and white goods (such as refrigerators, air conditioners, freezers, washing machines, dryers, dishwashers, microwaves, etc.) will be collected at no additional charge.

C. Organic (living) Christmas trees shall be collected, free of charge, a minimum of two (2) weeks after January 1 of each year from each dwelling serviced under this contract. Christmas trees shall be collected on regularly scheduled collection days.

D. In an effort to encourage management of landscape waste at a location, the pick up of landscape waste is to be provided on the same day and as part of the regular refuse pick up, between April 1 and November 30 of each year.

Bundles of brush or tree clippings shall be collected as part of the regular landscape waste pick up, provided the weight of such bundles does not exceed sixty (60) pounds, the length of material does not exceed four feet (4'), and/or the diameter of each bundle does not exceed three feet (3'). Logs over four inches (4") in diameter must be stacked separately at the curb and cut into lengths of twenty four inches (24") with individual pieces not exceeding eight inches (8") in diameter. The foregoing does not include any branches or trees cut by private contractors hired by the customer.

**SECTION THREE:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and is hereby repealed to the extent of such conflict.

**SECTION FOUR:** This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in the manner provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. 23-0\_ -\_\_**,

**AN ORDINANCE AMENDING SECTION 8-5-7 (CHARGES FOR VILLAGE COLLECTION) OF THE OAK LAWN VILLAGE CODE RELATIVE TO REFUSE COLLECTION RATES AND CHARGES**

which Ordinance was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12<sup>th</sup> day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12<sup>th</sup> day of September, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]



THE VILLAGE OF  
**OAK LAWN**

**VILLAGE OF OAK LAWN  
Board of Trustees Meeting  
AGENDA ITEM SUBMISSION SHEET**

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Meeting Date: \_\_\_\_\_

Agenda Item Number: \_\_\_\_\_  
(Clerk's Office will insert)

Department: \_\_\_\_\_

Staff Contact: \_\_\_\_\_

Staff Contact email/phone number: \_\_\_\_\_

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**SUMMARY:** \_\_\_\_\_

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**BACKGROUND:** \_\_\_\_\_

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**RECOMMENDATION:** \_\_\_\_\_

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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**ORDINANCE  
NO. 23-\_\_-\_\_**

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**AN ORDINANCE AUTHORIZING THE PUBLIC WORKS DEPARTMENT  
TO DISPOSE AND SELL AT AUCTION THIRTEEN (13) SURPLUS VEHICLES**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

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**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**ORDINANCE NO. 23- -**

**AN ORDINANCE AUTHORIZING THE PUBLIC WORKS DEPARTMENT  
TO DISPOSE AND SELL AT AUCTION THIRTEEN (13) SURPLUS VEHICLES**

**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality that owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office: "(1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the city or village by using the material in the personal property; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article"; and

**WHEREAS**, the Village, as a home rule municipality, also has the authority to sell, discard or otherwise dispose of surplus personal property; and

**WHEREAS**, the Village's Public Works Department (the "Department") has identified thirteen (13) vehicles, described in Exhibit A, which is attached hereto and incorporated herein, (the "Personal Property"), as surplus property, which is no longer necessary or useful to, or in the best interest of the Village to retain; and

**WHEREAS**, the Village President and the Board of Trustees have determined that the Personal Property is no longer necessary or useful to, or in the best interest of the Village to retain; and

**WHEREAS**, the Department has requested the authority to sell or dispose of said Personal Property at public auction on GovDeals.com; and

**WHEREAS**, to ensure that the Village operates in an efficient and economical manner, it is necessary to dispose of equipment that is no longer functional or useful, or is too expensive to maintain; and

**WHEREAS**, based on the foregoing, the Village President and the Board of Trustees find that it is necessary for conducting Village business and for the effective administration of government to authorize the sale and disposal of the Personal Property by public auction, on such terms as determined by the Village Manager, or his designee, to be in the best interests of the



Village and its residents, provided that said Personal Property must be sold or disposed of in an “as is” condition;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Ordinance as if fully set forth herein.

**SECTION TWO:** Authorization to Sell or Dispose of Personal Property by Auction. The Village President and the Board of Trustees hereby authorize and direct the Village Manager or his designee to sell or dispose of the Personal Property by public auction on GovDeals.com, in an “as is” condition and on such terms as determined to be in the best interest of the Village. The Village Manager and his designees are further authorized to execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Ordinance and shall take all actions necessary in conformity therewith.

**SECTION THREE:** Repeal of Conflicting Policies, Resolutions or Ordinances. Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Ordinance shall be and hereby is repealed to the extent of such conflict.

**SECTION FOUR:** Effective Date. This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**Surplus Vehicles Authorized for Disposal and Sale at Auction on GovDeals.com**

# AUCTION INVENTORY FORM

Your Name: Bob Pavesic

Phone #: 708-499-7750/Fax 708-424-9706

For the:

Agency Name and Address: Village of Oak Lawn

Serial #	Type of Item (car, truck, etc.)	Year	Make	Model	Mileage	# of Doors	Title Y or N	Ready for Auction Y or N	Air Cond	Sale Price	Comments Good Condition/Poor/Fair
2FAHP71VX--9X145729 <b>173P</b>	Car	2009	Ford	Crown Victoria	62,981	4	Y	Y	Y		Poor
<b>2FAHP71V79X145726</b> <b>15PM</b>	Car	2009	Ford	Crown Victoria	115,712	4	y	y	y		Fair
1GNLC2E09BR246429 <b>929P</b>	SUV	2011	Chevy	Tahoe	97,331	4	Y	Y	Y		Poor
1FMJU1G5ZCEF57100 <b>809P</b>	suv	2012	Ford	Expedition	130,783	4	Y	Y	Y		Poor
5GRGN22U26H103215 <b>912P</b>	SUT	2006	Hummer	H2	58,463	4	Y	Y	Y		Good
1FM5K8AR9JGC16901 <b>341P</b>	SUV	2018	Ford	Explorer	51,000	4	Y	Y	Y		Vehicle was totaled in 2019 was stripped for useable parts. Only shell remains
1HTWGAAT7--3J052666 <b>399w</b>	Vactor	2003	Internatio nal	7400	17,266	2	Y	Y	Y		Good
2FTRF17274CA98445 <b>340W</b>	Pick-up	2004	Ford	F150	117,532	2	y	y	y		Poor
3D7KS26T59G531015 <b>51ST</b>	PICK-UP	2009	Dodge	Ram 2500		2	y	y	y		poor

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**AUCTION CREW SUPERVISOR** Bob Pavesic

**SUPERVISOR HAS AUTHORITY TO ACCEPT LOWER THAN MINIMUM BID?    X YES    \_\_\_ NO**

# AUCTION INVENTORY FORM

Your Name: Bob Pavesic

Phone #: 708-499-7714/Fax 708-424-9706

For the: GOVDEALS FALL 2023

Agency Name and Address: Village of Oak Lawn

Serial #	Type of Item (car, truck, etc.)	Year	Make	Model	Mileage	# of Doors	Title Y or N	Ready for Auction Y or N	Air Cond	Sale Price	Comments Good Condition/Poor/Fair
1GDM7D1G9LV509507 80ST	Tower	1990	GMC	C7500	75,760	2	y	y	n		Poor
1FM5K8AR2JGC16903 9G	SUV	2018	Ford	Explorer	119,243	4	y	y	y		Fair
1fm5k8arxega14249 822P	SUV	2014	Ford	Explorer	170,671	4	y	y	y		Fair
dw772bh512031 84st	Grader	1986	John Deere	770BH	5238hrs	na		y	n		Poor

AUCTION CREW SUPERVISOR Bob Pavesic

SUPERVISOR HAS AUTHORITY TO ACCEPT LOWER THAN MINIMUM BID?  X  YES   NO

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

**ORDINANCE NO. 23-0 -**

**AN ORDINANCE AUTHORIZING THE PUBLIC WORKS DEPARTMENT  
TO DISPOSE AND SELL AT AUCTION THIRTEEN (13) SURPLUS VEHICLES**

which Ordinance was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12<sup>th</sup> day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12<sup>th</sup> day of September, 2023.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]

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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NO. 23-0\_ -\_\_**

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**A RESOLUTION APPROVING AND AUTHORIZING A  
PERFORMANCE-BASED MERIT INCREASE FOR THE VILLAGE MANAGER  
OF THE VILLAGE OF OAK LAWN**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

---

**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 23-0 -**

**A RESOLUTION APPROVING AND AUTHORIZING A  
PERFORMANCE-BASED MERIT INCREASE FOR THE VILLAGE MANAGER  
OF THE VILLAGE OF OAK LAWN**

**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village Manager of the Village of Oak Lawn has served as Village Manager since July 13, 2021, pursuant to an Employment Agreement, which was previously approved and agreed to by this President and Board of Trustees; and

**WHEREAS**, the Employment Agreement provides, in relevant part, that the Village Manager shall be eligible for an annual performance-based merit increase at the discretion of the Corporate Authorities; and

**WHEREAS**, the Corporate Authorities have reviewed and considered the performance of the Village Manager to date, and have determined said performance to warrant a merit increase as set forth herein and as authorized by the Employment Agreement; and

**WHEREAS**, the Corporate Authorities find and hereby declare that it is in the best interests of the Village to provide the Village Manager with the performance-based merit increase as set forth herein;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution as if fully set forth herein.

**SECTION TWO:** The President and Board of Trustees of the Village hereby approve and authorize a performance-based merit increase to the current base salary of the Village



Manager, in the amount of FIVE PERCENT (5%), to be effective as of July 1, 2023. Village staff is hereby authorized and directed to adjust the Village Manager's salary accordingly.

**SECTION THREE:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and hereby is repealed to the extent of such conflict.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK         )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. 23- -**

**A RESOLUTION APPROVING AND AUTHORIZING A  
PERFORMANCE-BASED MERIT INCREASE FOR THE VILLAGE MANAGER  
OF THE VILLAGE OF OAK LAWN**

which Resolution was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12<sup>th</sup> day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12<sup>th</sup> day of September, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]

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**THE VILLAGE OF OAK LAWN**  
**Cook County, Illinois**

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**RESOLUTION**  
**NO. \_\_\_\_\_**

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**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF OAK LAWN AND THE ILLINOIS FOP LABOR  
COUNCIL, OAK LAWN POLICE SUPERVISORS ASSOCIATION**

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**TERRY VORDERER, President**  
**CLAIRE HENNING, Village Clerk**

**TIM DESMOND**  
**ALEX G. OLEJNICZAK**  
**PAUL MALLO**  
**JAMES PEMBROKE**  
**WILLIAM STALKER**  
**RALPH SOCH**  
**Board of Trustees**

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VILLAGE OF OAK LAWN  
Cook County, Illinois

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF OAK LAWN AND THE ILLINOIS FOP LABOR  
COUNCIL, OAK LAWN POLICE SUPERVISORS ASSOCIATION**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Oak Lawn, Cook County, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the Village and the Illinois FOP Labor Council, representing the Oak Lawn Police Supervisors Association, have engaged in good faith negotiations and have reached agreement on all outstanding issues; and

**WHEREAS**, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of Village and its residents to approve the Collective Bargaining Agreement between the Village of Oak Lawn and the Illinois FOP Labor Council, Oak Lawn Police Supervisors Association, (the "Agreement") attached hereto as Exhibit 1 and made a part hereof; and

**WHEREAS**, the Oak Lawn Police Supervisors Association has ratified and approved the Agreement;

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:**

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** The President and Board of Trustees of the Village of Oak Lawn hereby approve the Agreement attached hereto as Exhibit 1, and the President shall be and is hereby authorized and directed to execute said Agreement on behalf of the Village in substantially the form attached hereto subject to certain revisions as to form by the Village Attorney.

**SECTION 3:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

**SECTION 4:** This Resolution shall be in full force and effect after its passage in a manner consistent with applicable laws.

PASSED THIS 12th day of September, 2023

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS 12th day of September, 2023

\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

STATE OF ILLINOIS        )  
                                  )  
COUNTY OF COOK        )        SS.

**CERTIFICATE**

I, CLAIRE HENNING, Village Clerk of the Village of Oak Lawn, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of

**A RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE VILLAGE OF OAK LAWN AND THE ILLINOIS FOP LABOR  
COUNCIL, OAK LAWN POLICE SUPERVISORS ASSOCIATION**

which was adopted by the President and Board of Trustees of the Village of Oak Lawn on September 12, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Lawn this 12th day of September, 2023.

\_\_\_\_\_  
CLAIRE HENNING, VILLAGE CLERK

# ILLINOIS FOP LABOR COUNCIL

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and

## VILLAGE OF OAK LAWN

All Full-Time Sergeants and Lieutenants

January 1, 2023 – December 31, 2025

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)  
24-hour Critical Incident Hot Line: 877-IFOP911



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**AGREEMENT**  
**BETWEEN OAK LAWN POLICE SUPERVISORS' ASSOCIATION, AFFILIATED**  
**WITH THE**  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**AND THE**  
**VILLAGE OF OAK LAWN, ILLINOIS**

This Agreement is made between the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union") and the Village of Oak Lawn, Illinois (hereinafter referred to as the "Village").

**WHEREAS**, the Union has been certified by the Illinois Labor Relations Board as the collective bargaining agent for Sergeants and Lieutenants in the Oak Lawn Police Department; and

**WHEREAS**, the parties agree that Sergeants and Lieutenants in the Police Department not specifically excluded elsewhere in this Agreement are an integral part of the supervision of the Police Department; and

**WHEREAS**, the parties are desirous in entering into this Agreement to set forth wage, benefits and other conditions of employment and to resolve employment matters internally within the Police Department to the greatest degree possible;

**NOW, THEREFORE**, it is agreed as follows:

**ARTICLE I**

Pursuant to the certification of the Illinois State Labor Relations Board in Case No. S-RC-00-085, the Village recognizes the Illinois Fraternal Order of Police Labor Council, (Union), as the sole and exclusive collective bargaining representative with respect to wages, benefits, hours, and other conditions of employment for included: all full time sworn peace officers in the rank of Sergeants and Lieutenants employed by the Village, excluded: all other peace officers, all non-sworn employees of the Police Department or other Village employees; and all persons excluded from coverage under the Act.

## ARTICLE II

### Dues Checkoff

**Section 2.1 Dues Deduction.** Upon receipt of a written and signed authorization (attached as Appendix "A") from a Sergeant or Lieutenant, the Village shall deduct the amount of Union dues and initiation fee, if any, including any retroactive amounts, and any authorized increase, from such Sergeants or Lieutenant's wages, and shall remit such deductions monthly along with a payroll sheet, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Village of any increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

**Section 2.2 Dues.** Each Sergeant or Lieutenant who on the effective date of this Agreement is a member of the Union, and each Sergeant or Lieutenant who becomes a member after that date, shall be required to pay membership dues to the Union during the term of this Agreement.

With respect to any Sergeant or Lieutenant on whose behalf the Village receives a written authorization in a form agreed upon by the Union and the Village, the Village shall deduct monthly dues and/or financial obligation uniformly required from the wages of the Sergeants and Lieutenants and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts submitted to the Village by the Union. The Union must give the Village thirty (30) calendar days' notice of any change in the amount of uniform dues to be deducted. Authorization for such deduction may be revoked by written notice to the Village and the Union during the fifteen (15) calendar day period prior to the expiration of this Agreement. The Village will deduct dues only for the Union and for no other organizations.

**Section 2.3 Indemnification.** The Union shall indemnify and hold harmless the Village, its elected representatives, officials, trustees, fiduciaries, attorneys, insurers, employees, officers, administrators, and agents from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that arise out of or by reason of any action taken, or not taken at the direction of the Union, by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check-off authorization furnished under any of such provisions.

The Union agrees to refund to the Village any amount paid in error pursuant to the dues collection as specified in this Article. The Village will distribute any amount paid in error which it receives from the Union to the affected Sergeant or Lieutenant.

### **ARTICLE III**

#### **Grievances**

**Section 3.1 Definition.** A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of this Agreement, including, but not limited to, disciplinary action of more than three (3) days, up to and including discharge taken against employee's covered by this Agreement. An employee, who has been disciplined for more than three (3) days, shall have the right to appeal the discipline through the grievance and arbitration sections of this Article. Should the employee appeal his discipline through the Police and Fire Commission and the Police and Fire Commission increases the suspension above three (3) days, the Employee may appeal the discipline through the arbitration process, but in so doing, will waive any and all rights the employee may have to appeal the decision of the Police and Fire Commission to the Circuit Court of Cook County.

Any discipline up to and including written reprimands (but excluding suspensions and more severe discipline) shall be removed from the employee's files after one year from the date given, and may not be used for purposes of progressive discipline, reference, or for internal use after that date. Such records may be used for other legitimate purposes, however.

**Section 3.2 Grievance Procedure.** Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fourteen (14) calendar days of the occurrence of the event giving rise of the occurrence of the event giving rise to the grievance. Prior to any disciplinary investigation meeting and/or conference with a covered employee, the Union, shall have the right to designate one (1) Union Representative to attend such meetings or conferences, without loss of pay or benefits, in order to provide representation as set forth in this Article. The foregoing is not intended to limit the normal channels of communication within the Department. Any requirements in this Section 3.2 that a communication be in writing may be satisfied by a properly addressed email to the appropriate party.

A grievance shall be processed as follows:

**Step 1: Verbal to Immediate Supervisor.** By discussion between the employee, accompanied by one (1) Union Representative if the employee so desires, and his/her immediate

supervisor. The immediate supervisor shall answer verbally within fourteen (14) calendar days of this discussion.

Step 2: Written Grievance to Chief of Police. If the grievance is not settled in Step 1, the Union may, within fourteen (14) calendar days following receipt of the Step 1 verbal answer, file a written grievance with the Chief of Police signed by the employee, or the Union, on a grievance form provided by the Union setting forth the nature of the grievance. The Chief of Police will discuss the grievance with the aggrieved employee and the Union, within fourteen (14) days. If no agreement is reached in such discussion, the Chief of Police will give a written answer within fourteen (14) calendar days of this discussion. Grievance form found at Appendix B.

Step 3: Appeal to the Village Manager. If the answer from the Chief is not acceptable, the Union may, within fourteen (14) calendar days, submit a written appeal to the Village Manager. A meeting shall be held within fourteen (14) days, between the Village Manager, the Chief of Police and/or its designees, and Union. If no agreement is reached at the Step 3 meeting, the Village Manager shall give a written answer within fourteen (14) calendar days of the meeting.

Step 4: Final and Binding Arbitration. If the grievance is not settled in accordance with the foregoing procedure, and the grievance involves a claimed denial of any item in this Agreement, the Union may refer the grievance to arbitration by giving written notice to the Village Manager within twenty-one (21) calendar days after the Village Manager's Step 3 answer. The parties shall attempt to agree upon an arbitrator promptly. In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Union shall strike one (1) name and the Village shall strike one (1) name; then the Union shall strike another name and the Village shall strike another name, and the person whose name remains shall be the arbitrator; provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Village and the Union requesting that he/she set a time and place for hearing, subject to the availability of the Village and the Union. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Village, the Union, and

the employee or employees involved. The costs of the arbitration, including fees and expenses of the arbitrator shall be divided equally between the Village and the Union.

**Section 3.3 Time Limit for Filing** If a grievance is not presented by the employee, of the Union within the time limits set forth above, it shall be considered waived and may not be further pursued by the employee, or the Union. 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, or the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. Any time limit in this Section may be mutually extended by the parties.

## **ARTICLE IV**

### **Labor-Management Committee**

**Section 4.1 Meeting Request** The Union and the Village agree that in the interest of efficient management and harmonious relations, quarterly meeting may be held between the Village and the Union and responsible administrative representatives of the Village. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (1) Discussion on the implementation and general administration of this Agreement;
- (2) Sharing of general information of interest to the parties;
- (3) Notifying the Union of changes in conditions of employment contemplated by the Village which may affect employees.

**Section 4.2 Content** It is expressly understood that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless mutually agreed upon by the Union, and the Village.

**Section 4.3 Quarterly Staff Meetings** In addition to the Labor Management Conferences, at the request of either party, there shall be quarterly meetings to which all Association members are invited and the Chief of Police and other representatives he/she elects. Attendance at these

meetings shall be purely voluntary, and no pay shall accrue to any member for attendance unless the member is on-duty at the time of the meeting, and he/she shall be paid their regular wages.

## **ARTICLE V**

### **Wages and Benefits**

#### **Section 5.1 Wages and Longevity:**

3.50% effective 1/1/2023

3.50% effective 1/1/2024

3.50% effective 1/1/2025

See Appendix C for annual wage grid.

In addition, employees covered by this Agreement shall receive longevity pay in the amount of \$1000 per year after twenty (20) years of service and \$2000 per year after twenty-five (25) years of service. The longevity pay will be paid within thirty (30) days after achieving the anniversary date of hire.

**Section 5.2 Acting Watch Commander.** Sergeants, acting as Watch Commanders, shall receive, in addition to the compensation listed above, three (3) hours of Compensatory Time or pay for working a full 8-hour shift. The Village agrees not to rotate or switch said appointments so as to deny any Sergeant so appointed the earning of accrued Compensatory Time within the applicable period; provided, however that once a sergeant acting this capacity achieves his/her Compensatory Time accrual, nothing shall prohibit the Department from rotating said assignment to another bargaining unit member. The parties recognize that vacation requests for Commanders in the Patrol Division must be approved by the Division Chief.

#### **Section 5.3 Overtime and Holidays.**

Employees shall receive time and one-half pay for all work in excess of 8-1/4 hours in a work day during the shift. Off-duty court time shall be paid at time and one-half the regular hourly rate, with a minimum guarantee of two (2) hour's pay at time and one-half. Employees who are called out to work at a time not consecutive with regular work schedule shall receive a minimum Call Out guarantee of two hours' pay at time and one-half. Employees who receive an authorized direct order from a Watch Lieutenant or supervisor of the rank of Division Chief or higher to work overtime shall receive time and one-half, and all work performed by any employee not within the

employee's regularly scheduled shift shall be compensated at the rate of time and one-half his/her regular hourly rate. Overtime will be paid on the next available payday.

Overtime shall be assigned by seniority so as to fairly equalize overtime opportunities within the employee's Division. The Union shall have the right to inspect and review said overtime assignments on a monthly basis.

In addition to the foregoing, the Village recognizes the following holidays for this bargaining unit: New Year's Day, Memorial Day, Juneteenth, Fourth of July, Thanksgiving Day, Christmas Eve and Christmas Day, Martin Luther King's Birthday, Labor Day, and Easter. Employees that work these holidays will be paid at the rate of two and one quarter (2.25) times the regular hourly rate of pay for all hours worked on the holiday. Members who do not work on a holiday will be paid eight hours at the regular hourly rate of pay for said holiday. Employees that are off sick on a holiday shall not be eligible for holiday pay.

**Section 5.4 Lunch Periods.** Lunch period shall be for a period of thirty (30) minutes.

**Section 5.5 Appointive Positions.** The parties agree that the position of Division Chief/Patrol, Division Chief/Detectives, and Division Chief/Administration and Commander are appointive positions. These positions will be filled by appointment by the Chief, and shall be filled only by members of this bargaining unit from the rank of lieutenant and above.

Employees may accept an offered appointment to an appointive position or they may decline such an appointment, at their option. The Village agrees that the salary for employees covered by this agreement in an appointive position shall in no event be less than the salary for the rank of a Watch Commander with like length of service as set forth in Section 5.2.

Any employee accepting an appointive position shall continue to earn seniority while holding the appointive position. The employee shall not be deemed to have resigned from his or her last held position in the event that the employee declines to continue in the appointive position, is not reappointed to the appointive position or is removed from the appointive position by order of the Chief. In those circumstances, the employee shall revert to the rank held as of the time of appointment to the appointive position, with all seniority credited for purposes of vacation selection, shift bidding, and like purposes. The employee shall be placed on the salary schedule at the step which reflects his or her length of sworn service to the Village. Employees in the appointive positions shall for all purposes be deemed to be members of the bargaining unit covered



by this contract, shall be subject to the terms of this contract, and shall have the rights enumerated in this contract.

**Section 5.6 Supervisor Staffing of the Patrol Division.** Supervisory Staff assigned to the Patrol Division will not be denied vacation time, wellness day, personal day, or compensatory time on any day, provided that there are at least two (2) supervisors on duty each shift.

## **ARTICLE VI**

### **Medical and Other Group Employee Benefits**

#### **Section 6.1 General Principles.**

The Village shall provide health insurance and other employee benefit plans to all full time employees covered by this Agreement, and to retired employees receiving retirement benefits for their service to the Village, in accordance with the following provisions. The number and form of such plans shall be determined from time to time by the Village. The plans for medical, dental, vision and prescription drug benefits may not be substantially changed by the Employer without the agreement of the Union. The Village will pay eighty-five percent (85%) and the employees will pay fifteen percent (15%) of the base HMO plan for active employees. If the Village offers any alternative option(s) for health insurance coverage, the employee shall be financially responsible for any difference in health insurance premiums. On the date of this Agreement said employee benefit plans include health and medical insurance plans with options, life insurance, retiree benefits, long-term disability benefits, flexible spending accounts, vision benefits, dental benefits, and deferred compensation plans.

Employees who qualify may elect coverage under the Village's group employee benefit plans. The "open enrollment" period for the Village's plans shall occur in the fall of each year. And all changes will become effective on January 1 of the following year.

**Section 6.2 Disability Benefits.** The Village agrees to take all steps in order to maximize all disability benefits available to the employee. During the first year of any disability, the employee shall receive his/her regular straight time rate of pay subject to the Village receiving credit for any payments received by the employee from other Village pension sources. In all years thereafter, the employee shall receive the maximum amount as provided for under both Village disability plans and/or pension providing disability benefits. The Village agrees to maintain medical benefits for any disabled covered employee and his/her family in the event said benefits are not covered under the applicable pension provisions.

**Section 6.3 Health Insurance Committee.** The Village shall establish and maintain a "Health Insurance Committee," which shall be composed of one (1) employee from each of the following eight (8) employee groups and two (2) members of management:

Employees covered by this Agreement;

Employees covered by the Agreement between the Village and IUOE Local 150;

Employees covered by the Agreement between the Village and the Fire Department Officer's Committee;

Employees covered by the Agreement between the Village and MAP #309;

Employees covered by the Agreement between the Village and MAP #351;

Employees covered by the Agreement between the Village and the Firefighters Union, IAFF Local 3405;

Non-exempt employees not represented by a Union;

Exempt employees not represented by a Union.

This Committee shall meet no later than the Fall of each year for the purpose of reviewing and discussing the Village's health and medical group plans, and other group benefit plans for employees, and to advise the Village with respect to the cost, number, form, included benefits, and employee contributions to the payment of said plans. Based upon such discussion and advice, it shall be the objective of the Village to provide group employee benefit plans which are common to all employees of the Village, except as may be established under the provisions of this Agreement. The Union's collective bargaining rights shall not be superseded by the Village Health Insurance Committee.

**Section 6.4 Group Employee Benefits.**

Notwithstanding the forgoing, the following plans shall be maintained by the Village for the term of this Agreement:

(a) Life Insurance.

- i. Employees covered by this Agreement shall receive term life and AD&D Insurance benefit coverage as provided by the Village under its plan(s) in an amount of not less than \$45,000.00, multiplied by 2 for accidental death.
- ii. Life Insurance for retired employees each shall be as follows:
  - \$45,000 at time of retirement;
  - \$22,500 effective the following January 1;

\$20,000 effective the following January 1;  
\$17,500 effective the following January 1;  
\$15,000 effective the following January 1;  
\$12,500 effective the following January 1;  
\$10,000 effective the following January 1;  
\$7,500 effective the following January 1;  
\$5,000 effective the following January 1.

iii. There also shall be a \$15,000.00 benefit in the event of death of an employee covered by this Agreement from injuries suffered from a duty related death or injury. The duty related death benefit shall be paid to the beneficiaries designated by the employee in the Village Group Life Insurance.

(b) Health Insurance Buy-Out

No employee who is eligible for Village insurance coverage through marriage or other familial relationship shall be eligible for the Health Insurance Buy-Out discussed in this provision. Except as provided earlier in this paragraph, the first time an employee covered by this Agreement elects not to participate in a health insurance program which may be offered by the Village, either during the open enrollment period of any subsequent enrollment period, the employee shall receive a one-time payment of one thousand five hundred dollars (\$1,500.00) within thirty (30) days of the date of withdrawal from the health insurance program. Employees can only receive the \$1,500.00 payment once during the life of their employment with the Village. Employees can only withdraw during the open enrollment period. All employees who, after initially opting out of the Village's program, continue to opt out of the Village's, receive one thousand dollars (\$1,000.00) each year they choose to opt out of the Village's health insurance program can re-enroll, but such re-enrollments can only occur during the open enrollment period of situations of life altering events per the applicable insurance policy.

(c) Dental and Vision Plans.

The Village shall provide a dental plan and a vision plan with employee contribution rates, terms and conditions remaining substantially the same as current practice in existence at the time of execution of this Agreement.

(d) Flexible Benefit Plan.

The Village shall maintain an "IRS 125 Flexible Benefit Plan" which (subject to IRS regulations) has as its objective allowance for pre-tax payroll deductions authorized by employees covered by this Agreement for the purpose of paying health insurance and other premium payments, un-reimbursed medical, vision and dental expenses, and qualified child care expenses permitted by law.

(e) Catastrophic Injury/Death Related Medical Benefits.

The Village shall provide health coverage benefits for any/all police officers who "suffers a catastrophic injury or is killed in the line of duty and shall pay the entire premium of the employer's health insurance plan for the injured employee until the child reaches the age of majority or until the end of the calendar year in which the child reaches the age that is provided for by law if the child continues to be dependent for support or the child is full-time or part-time student and is dependent for support." 820 ILCS 320 (Public Safety Employee Benefits Act).

(f) Retiree Medical Benefits.

All employees that retire after ratification of this Agreement and elect to participate in the Village's health insurance program will be required to contribute to the cost of insurance in the following way: the Village shall continue to provide for medical benefits to retirees, their spouses and dependents. The Village agrees to pay eighty-five percent (85%) and all retired employees who retire on or after January 1, 2024, will pay fifteen percent (15%) of the cost of the Base Plan. The new Village and retiree division of the Base Plan premium (85/15) shall be effective with retirees who retire on or after January 1, 2024. If the Village offers any alternative option(s) for health insurance coverage, the retiree shall be financially responsible for any difference in health insurance premiums. Retirement shall be at age fifty (50) with twenty (20) or more years of service. Said coverage shall continue until the employee reaches age sixty-five (65) or when the employee is Medicare eligible. If for any reason the employee is found not to be eligible for Medicare, the Village shall continue to provide medical insurance coverage to the employee.

**Section 6.5 Retiree Benefits Buy-Out.** In addition, any retiree that had previously elected to opt-out of the employer's Base plan prior to December 20, 2011 may continue to elect to opt-

out of the Base Plan. Those retirees that are eligible for the opt-out shall continue to receive the cash equivalent amount which the Village would have paid for the employee's Base Plan premium for the plan they are currently receiving. Retirees that had not participated in the opt-out prior to December 20, 2011 shall not be eligible for the benefit and no employee that retires after December 20, 2011 shall be eligible for the opt-out benefit.

**Section 6.6 Pension Benefits.** As provided in Section 6.1 above, the Village agrees to maximize pension benefits to all covered employees subject to the limitations of all plans under which the employee is covered.

**Section 6.7 Insurance and Indemnification.** The Village acknowledges its duty under 65 ILCS 5/1-4-6 of the Illinois Municipal Code to indemnify members of the bargaining unit from liability for damages to the person or property of third party when such damages are caused while the member is engaged in the performance of his or her duties as a police officer. In order to enable the Village to fulfill the Village's duties under that statute, and in the exercise of the Village's power to indemnify its employees from all claims for damages based on injuries that arise from acts or omissions occurring within the scope of such employee's employment pursuant to 745 ILCS 10/2-302 of the Local Government and Government Employee Tort Immunity Act, the Village will keep in force policies of insurance providing coverage for comprehensive general liability and officer's and employee's liability sufficient to satisfy its indemnification obligations to bargaining unit employees as provided by law. The Village shall provide the Union President with certificates of insurance or the equivalent coverage documents from a self insurance pool evidencing the coverage's specified above on request.

## **ARTICLE VII** **Career Development Program**

**Section 7.1 Establishment of Program.** The Department shall establish a Career Development Program for all covered employees. The Career Development Program is not intended to supersede the intent of the Village Police and Fire Commission governance over promotions as to the rank. Rather, the Career Development Program is intended to cover internal Department position within the ranks.

The Department shall provide employees with a listing of all positions within the Department. Said listing shall also contain the qualifications required for each position, the

educational and experience background requirements, and duties and responsibilities of each position.

**Section 7.2 Job Vacancy Announcements.** All vacancy announcements for any bargaining unit or promotional position shall be posted for a minimum of two (2) weeks within the Department.

## **ARTICLE VIII**

### **Continuing Education and Reimbursement**

**Section 8.1 Continuing Education and Reimbursement.** An employee covered by this Agreement with at least one (1) year of full time service to the Village who enrolls in an accredited course of studies in a law enforcement related curriculum, law enforcement degree program, or criminal justice degree program as approved in advance by the Chief, shall have the tuition and the purchase or rental price of books for such subjects or courses reimbursed at the rate of 100% provided that the employee receives a grade of “C” or better. Courses eligible for reimbursement shall include all courses designated as required courses in the course catalog for members enrolled in a law enforcement degree program or criminal justice degree program. The maximum reimbursement for the entire membership of the bargaining unit per calendar year shall be \$50,000/year. Unexpended funds shall not be carried over to the next year. Reimbursement requests shall be conditionally approved at the time of enrollment and of pre-approval of the course by the Chief, and where funds available are insufficient to meet all reimbursement requests on hand, the requests shall be approved on the basis of seniority. There will be a cap of \$5000 per member in an effort to allow the maximum number of members to attend classes. In the event that all of the allocated funds are not exhausted, any remaining funds will be distributed to the members who have been pre-approved to attend classes during that calendar year. Those who have been pre-approved, but were denied funds requested, will receive those unexhausted funds. Any remaining funds will then be allocated to members who requested more than \$5000, based upon seniority.

Reimbursements shall be made after the completion of courses with no reimbursement for a grade of less than “C” or for the failure to complete the course. Any officer who does not remain in the employ of the Village for at least two (2) years following the completion of any course for which the Village provided any reimbursement shall reimburse the Village’s tuition and book expenditure. If collection procedures need to be initiated to collect the Village’s expenditure, the

employee will pay and be responsible for all costs and attorneys' fees incurred as a result of the collection process.

**Section 8.2 Educational Stipend.** In addition to the wages and other remuneration provided for in this agreement, any employee possessing the following degrees shall be entitled to an Educational Stipend as follows:

Staff and Command	\$504.00 annually
Associate's Degree	\$654.00 annually
Bachelor's Degree	\$900.00 annually
Master's Degree	\$1,380.00 annually

All new hires after December 20, 2011 are not entitled to receive the benefit set forth in the above Sections of 8.1 and 8.2 Education Provisions, except that they may still be eligible to receive the education compensation if they acquire a master's degree in law enforcement related study, as approved by the Chief of Police. It is the employee's responsibility to furnish a valid diploma in order to receive the educational stipend.

## **ARTICLE IX**

### **Vacations, Holidays, Sick Leave, Personal, Wellness, and Compensatory Time**

#### **Section 9.1 Paid Vacations.**

The Vacation accrual schedule is:

<b><u>Years of Service</u></b>	<b><u>Vacation</u></b>
1-4 years	12 days
5-9 years	16 days
10-14 years	20 days
15 or more years	24 days

The present maximum vacation accrual which may be carried over from year to year of sixty (60) days shall continue.

#### **Section 9.2 Sick Leave.**

The parties agree to continue the Sick Leave Program currently in effect for the term of this Agreement with the provision that there is an unlimited maximum accrual of sick leave. Employees who use zero (0) days of sick time in a calendar year shall receive a one thousand dollar (\$1,000.00) payment and employees who use one (1) day of sick time in a calendar year shall receive a five hundred dollar (\$500.00) payment annually on or about January 31st of each year.

In accordance with the Illinois Employee Sick Leave Act (Public Act 99-0841) effective January 1, 2017, employees are allowed to use up to half of their annual sick leave accrual for absences due to the illness, injury, or medical appointments of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. The leave will be granted on the same terms under which an employee may use this sick benefit for his or her own illness or injury. The provisions of this Section shall not apply to an employee who is discharged for just cause (not including discharge for sickness or disability).

**Section 9.3 Personal Days.** Employees covered by this Agreement shall annually receive five (5) paid Personal Days off.

**Section 9.4 Wellness Days.** Employees covered by this Agreement shall annually receive five (5) paid Wellness Days off.

**Section 9.5 Compensatory Time** Unless specified differently in this Agreement, the parties agree to continue the present provision for Compensatory Time whereby employees can elect overtime pay or compensatory time, as applicable, both of which shall be calculated on the basis of time and one-half for each hour either worked or otherwise earned.

Upon receipt of an irrevocable written notice of retirement, one year prior to the date of retirement, the Village shall allow the retiring employee to make a one-time transfer of the then-current dollar amount of accrued but unused compensatory time from the employee's compensatory time account into the employee's 457(b) Plan Account. Said transfer shall be subject to all applicable laws, rules and procedures, including without limitation any IRS rules and regulations, and any restrictions or other requirements established from time to time by the Plan Provider. The employee shall be solely responsible for all required paperwork and for compliance with all applicable laws and rules, and also for the tax consequences of any election made or action taken pursuant to this Section. No application of any such law or rule, and no tax consequence of any such election or action, shall be subject to the grievance procedure.

**Section 9.6 Extra Duties and Responsibilities.**

Effective with the first full month after ratification and approval of this Agreement, all employees covered by this Agreement shall accrue an additional sixteen (16) hours of pay per month, added to their base pay. The salary schedule in Appendix C includes the additional sixteen (16) hours per month compensation. This sixteen (16) hours of pay shall be rounded to a whole



dollar amount. No employee shall be entitled to the payment of more than one (1) allotment of sixteen (16) hours of pay in a month by reason of the assignment of extra duties.

Due to the extra duties and responsibilities outside those contained in the covered employee's usual and traditional duties and responsibilities, said duties and responsibilities having departmental-wide, policy development implications, the Village agrees to above stated compensation. Extra duties shall be assigned by the Chief based on training, experience and ability.

**Section 9.7 Use of Compensatory Time.** As the parties have substantially altered the accrual of Compensatory Time [see Section 9.5], the Village agrees that covered employees shall be permitted liberal usage of accrued vacation, compensatory, or other paid leave ability, in periods of greater than four (4) hours or more if taken from vacation time and thirty (30) minutes or more if taken from Compensatory Time to accomplish personal business activities (i.e., doctor visits, appointments and other personal reasons, etc.) with the approval of the supervisor.

**Section 9.8 Residency Incentive.** The Village will provide reimbursement for actual payment of an employee's annual property taxes for an Oak Lawn residence, capped at \$8,000.00 per year, for all employees covered by this Agreement whose primary residence is in Oak Lawn. The officer must submit a copy of their property tax bill to the Finance Director with their name showing as the property owner, proof of payment, as well as such other proofs of actual residence as may be requested, in order to receive the reimbursement. The request for reimbursement with appropriate documentation must be submitted within thirty (30) calendar days of the payment being made. Reimbursement pursuant to this Section shall be made based on actual tax payments made, not incurred or accrued, during the calendar year and shall not be prorated or extended beyond the term of this contract.

## **ARTICLE X**

### **Bereavement Leave**

Any employee covered under this Agreement who suffers a death of the following listed family member shall be entitled to three (3) days of leave without loss of pay if said three (3) day period is taken within three (3) month period following the death. This leave provision shall apply to the death of the following: spouse, child, or step-child, parent, or step-parent, grandparent, brother, sister, brother-in-law, sister-in-law, mother-in-law or father-in-law. Eligible employees

may take additional unpaid time off in accordance with the Illinois Family Bereavement Leave Act.

**ARTICLE XI**  
**Uniform Allowance and Vests**

**Section 11.1 Ballistic Vests.** The Village shall continue to provide vests to all employees covered under this Agreement. Vests shall conform with appropriate Federal Standards and shall be determined as appropriate by the Department.

**Section 11.2 Uniform Allowance.** The Village shall pay each employee a lump sum of \$500 each year for maintaining their uniforms. This payment shall be made during the second pay period in January.

**ARTICLE XII**  
**Drug Testing**

Employees covered under this Agreement are subject to the Village Drug/Alcohol/Substance Abuse Policy currently in effect for the duration of this Agreement.

**ALCOHOL AND DRUG POLICY AND TESTING PROCEDURES**

**1. PURPOSE**

The Oak Lawn Police Department is committed to a drug and alcohol free workplace. In order to ensure the safety of its employees and the general public, the Police Chief has adopted this policy. We take pride in our employees who perform critical duties in a truly effective manner, with safety foremost in their minds. This policy strengthens our commitment to a safe workplace.

**2. PROGRAM ADMINISTRATOR**

The Police Chief is the Alcohol/Drug Testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees or the public in general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate supervisor to take the appropriate action to ensure compliance with this policy.

**3. SCOPE OF POLICY**

This policy applies to all full-time, part-time, seasonal, on call, volunteer, and temporary Oak Lawn Police Department employees.

**4. COMPLIANCE WITH REGULATIONS**

All employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the Oak Lawn Police Department. This includes but is not limited to all time spent operating vehicles and equipment, as well as time spent working at an incident scene or engaged in training.

#### 5. SUBSTANCES TESTED FOR

When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:

- 1) Alcohol
- 2) Marijuana
- 3) Cocaine
- 4) Amphetamines
- 5) Phencyclidine (PCP)
- 6) Opiates

#### 6. PRESCRIPTION DRUG USE

Employees covered by this policy may use prescription drugs and "over the counter" medications provided that:

- 1) The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized licensed healthcare provider.
- 2) The employee does not consume these drugs and medications more often than as prescribed by the licensed healthcare provider.
- 3) Any employee who has been informed that the medication could cause adverse side effects while working shall inform his/her supervisor at the start of his-her shift. The Oak Lawn Police Department reserves the right to have a licensed healthcare provider determine if use of a prescription drug or medication by an employee produces an adverse effect.

#### 7. TESTS REQUIRED

All employees subject to this policy shall be tested for alcohol and/or controlled substances in the following circumstances:

- 1) Post-accident. As soon as is practicable after a motor vehicle collision, the employee shall be tested for alcohol and drugs if: (a) the collision involved the loss of human life; or (b)

the employee received a citation for a moving traffic violation arising from the accident, or (c) the collision results in property damage of another party.

- 2) Reasonable suspicion. All employees who exhibit to a trained supervisor, firefighter or police officer, signs and symptoms of alcohol and/or drug abuse while on the job, prior to reporting to work, or just after work will be required to submit to an alcohol and/or drug test. The supervisor shall document the specific facts, symptoms or observations by completing a "Reasonable Suspicion Record" form.

NOTE: Do not allow an employee to drive him/herself to the testing facility for a reasonable suspicion test. Instead, the supervisor or another employee should provide transportation to the testing facility.

- 3) Random Testing. The random selection of employees to be tested shall be based on a computer generated listing which shall ensure that there are no "safe periods" for any sworn employee. A Union representative may be present for the random selection process. Each workday shall present every affected employee with a new opportunity of being required to submit to a random testing program, with a substantially equal statistical chance for all employees on each new day, regardless of samples previously submitted. The selection process shall employ objective, neutral criteria and shall not permit subjective factors to play a role in the methodology.

The number of random tests to be performed in any year shall be determined by a formula based on testing twenty (20) percent of the sworn employees who are in the common selection pool. The collection of specimens for random testing shall be evenly distributed throughout the year. The number of specimens collected weekly, monthly or quarterly shall remain relatively constant. Random testing shall be conducted on different days of the week throughout the annual cycle to prevent employees from anticipating patterns in collection scheduling.

The computerized random selection listing shall be generated from the common selection pool of all sworn employees utilizing a confidential identification number uniquely assigned to each individual employee. The association with and identification of the employee's name shall be known only to the Administrator or designee of the Drug Testing Unit until such a time as the daily selection for testing list is prepared for notification.

## 8. TESTING PROCEDURES

Drug Testing: Drug testing is accomplished by urinalysis. Specimens will be collected at an off-site facility selected by the Police Department. Once the employee provides a urine specimen, it is sealed and labeled by a certified/authorized agent of the testing facility. A chain of custody document is completed in the presence of the employee, and the specimen is shipped to a laboratory, which is certified in accordance with DHHS or equivalent guidelines.

All urinalysis procedures are required to include split-specimen techniques. Each urine sample is sub-divided into two containers and labeled as primary and split specimens. Both specimens are forwarded to the laboratory. Only the primary specimen is used in the urinalysis. In the event of a confirmed positive test result, the split specimen may be used for a second confirmation test if requested by the employee.

If the analysis of the primary specimen results in a confirmed positive test, the employee may request within 72 hours that the split specimen also be tested at a certified laboratory of his choice. The second test is at the employee's expense unless the test result is negative, in which case the Police Department will reimburse the employee.

All test results are reviewed by the Administrator prior to results being reported to the Oak Lawn Police Department. In the event of a positive test result, the Administrator will first attempt to contact the employee and conduct an interview to determine if there are any alternative legitimate reasons for the positive results (such as over-the-counter or prescription medications). If the Administrator determines there is a legitimate medical explanation for the presence of drugs, the result will be reported as negative. The employer will be contacted and requested to advise the employee to contact the Administrator. Urine samples shall be provided in a private test room, stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode, if any, shall be colored with dye to protect against dilution of test samples. An employee may waive the right to privacy and provide the urine sample in the presence of a witness (of the same gender) and not be required to disrobe and wear a hospital gown.

Alcohol testing: Alcohol testing will be conducted using an evidential breath testing device (EBT) or portable breath testing (PBT) device. The breath test must be performed by a certified Breath Alcohol Technician (BAT) trained in the use of EBT/PBT and alcohol testing procedures.

Under certain circumstances, post-accident tests conducted by law enforcement personnel or medical personnel will be acceptable.

Two (2) breath tests are required to determine if an individual is over the alcohol concentration limit permitted. Any result of .00 concentration is considered a negative result. Any result greater than .00 requires a confirmation test. A confirmed test of greater than .00 is considered a positive result.

## 9. PROHIBITED CONDUCT

Oak Lawn Police Department employees shall NOT:

- 1) Report to work and/or remain on duty with an alcohol concentration of greater than 0.00 or exhibit such behavior or other evident manifestation of intoxication or impairment which raises in the mind of the employee's supervisor a reasonable question regarding fitness for duty;
- 2) Possess any alcohol while on duty, unless so required by their assigned duties;
- 3) Consume any alcohol while on duty, unless so required by their assigned duties;
- 4) Consume any alcohol after an accident for which the employee must be tested for alcohol concentration, until all necessary testing is completed;
- 5) Refuse to submit to the following alcohol and/or controlled substance tests: reasonable suspicion test, post-accident test, random test, or follow-up test;
- 6) Report to or remain on duty when using any controlled substance, except when used under a physician's orders and when the physician has informed the employee in writing that the use will not affect the safe operation of any vehicle, equipment or other work detail while on an emergency scene. In the case of a written warning by the physician, the employee shall report this to his/her supervisor immediately;
- 7) Report to or remain on duty if the employee tests positive for controlled substances.

## 10. REFUSAL TO TEST

An employee's failure to submit to testing or executing consent for testing may result in disciplinary action up to and including dismissal. Specifically, the following circumstances may be considered a refusal to test:

- 1) Failure to report to the designated testing area immediately after being notified to submit to an alcohol or drug test.

- 2) Failure to accurately provide a sufficient sample to be tested, either breath or urine as the case may be, unless medically determined to be unable to do so.
- 3) Engaging in conduct that clearly obstructs or delays the testing process.

#### 11. NOTICE AND CONSENT

Before a drug or alcohol test is administered, employees will be asked to sign a consent for authorizing the test and permitting the release of test results to the Program Administrator. The chemical screen consent form shall provide space to indicate current or recent use of prescription and over-the-counter medication.

#### 12. CONSEQUENCES OF VIOLATION OF THIS POLICY

1. Any Oak Lawn Police Department employee who violates Section 9 or 10 of this policy shall be immediately removed from any safety-sensitive function and will be advised by the Oak Lawn Police Department of the resources available for evaluating and resolving drug and alcohol abuse problems. An employee shall not be allowed to return to the safety-sensitive function until he/she has a return-to-duty alcohol test result of less than 0.00 and/or a return-to-duty drug test with a verified negative result.
2. In addition, any employee who violates Section 9 or 10 of this policy may be subject to disciplinary action up to and including dismissal. Factors to be considered in determining the appropriate disciplinary response include, but are not limited to the following: employee's work history, length of employment, current job performance, and existence of past disciplinary actions. Disciplinary action is imposed by municipal policy; it is not required by federal law.
3. During the period that the Oak Lawn Police Department is awaiting an employee's test result for a post-accident test, reasonable suspicion test, random test or return-to-duty test, the Oak Lawn Police Department may transfer the employee to another position with or without a reduction in pay or benefits. Oak Lawn Police Department also reserves the right to place an employee on unpaid suspension to reduce any possible safety hazard. A determination as to whether an employee is placed in another position or placed on paid or unpaid suspension may be based on, but is not limited to: who is responsible for and/or the severity of the accident, if applicable; the observed condition of the employee, if applicable; the employee's work history; length of employment; current job performance; and the existence of past disciplinary actions. Action taken by Oak Lawn Police

Department under this subsection is a matter of department policy, and is not imposed by deferral law.

13. EMPLOYEE/APPLICANT RIGHTS AND RESPONSIBILITIES

(1) In the event of a confirmed positive test result, employees shall have the opportunity to present an alternative explanation for the test result by contacting the Administrator. This shall be done within 72 hours after notification of the confirmed result. No further action will be taken if there is a justified explanation of there is a reasonable doubt as to the accuracy of the result of chain of custody of the sample.

(2) Any employee with a positive test result may upon written request to the Program Administrator have the right to any information relating to the test result and procedures.

14. CONFIDENTIALY OF INFORMATION

Unless the employee consents, all information acquired by the Oak Lawn Police Department in connection with the testing processes is confidential and may not be released to any person other than to the employee who is tested, the Program Administrator and the rehabilitation provider. The foregoing shall not prevent the release of information that is required or permitted by state or federal law, or the use of information in any grievance procedure, administrative hearing or lawsuit relating to the imposition of the test or the use of the test results.

15. DOCUMENTS PROVIDED

The Oak Lawn Police Department will provide each person subject to this policy a copy of the policy. The department will also provide, on request, printed material which describes the effects of alcohol and/or controlled substances on the individual's health, employment and personal life, as well as information on the signs and symptoms of alcohol or controlled substance abuse and methods of treatment or intervention for drug or alcohol abuse.

16. SEVERABILITY

In the event that a Court finds that any provision of this policy is void or unenforceable, the remaining provisions shall continue in full force and effect. See Appendix D for Memorandum of Understanding related to Public Act 100-0389.

**ARTICLE XIII**  
**Seniority**



With respect or implementation of any benefit or condition of employment, excluding personnel assignment methods, which could involve various methods of selection, it is explicitly agreed by the parties that seniority (i.e., time and grade) shall govern any such process. Applicable to the seniority provisions of this Article are the selection within the employee's Division of vacation periods, shift of work, overtime assignment, outside employment opportunities administered by the Department utilization of any paid leave time, holiday selection, etc.

**ARTICLE XIV**  
**Management Rights**

The Village shall retain the sole right and authority to operate and direct the affairs of the Village and the Police Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Village prior to the execution of this Agreement, except as modified in this Agreement. Among the rights retained is the Village's right to determine its mission and set standards of service offered to the public; to direct the working forces; to assign overtime; to plan, direct, control, and determine the operations or services to be conducted in or at the Police Department or by employees of the Village; to assign and transfer employees; to hire, promote, demote, suspend, discipline, or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the provisions of this Agreement.

**ARTICLE XV**  
**Savings Provisions: Other Benefits**

The parties agree that substantial changes have been made in this Agreement with respect to wages, hours of work, and conditions of employment. However, the parties agree that any fringe benefit or condition of employment not specifically altered in this Agreement which are currently in effect for covered employees shall be continued until such time as the parties agree otherwise.

**ARTICLE XVI**  
**Term of Agreement**

This Agreement shall become effective January 1, 2023 and continue in full force and effect until December 31, 2025. Any party desiring to modify this Agreement at its expiration shall

provide the other party with such notice at least sixty (60) days prior to the anniversary date or earlier date as provided above. The Village agrees to provide all appropriate governmental agencies with the required Notice of Expiration of Agreement. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations and/or impasse procedures for a new Agreement are continuing.

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

As the parties have made substantial changes in their relationship during the negotiations leading to this Agreement, the parties agree that, during this Agreement, all other ordinances, policies and procedures which impact upon the parties' relationship shall remain in effect and shall not change this relationship inconsistent with this Agreement, unless otherwise agreed to by the parties.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, after receiving approval from the Board of Trustees and ratification by the Association members who are covered under this Agreement.

**EXECUTION OF AGREEMENT**

**VILLAGE OF OAK LAWN**

**OAK LAWN COMMAND STAFF**

By: \_\_\_\_\_  
**Village Manager**

By: \_\_\_\_\_  
**Command President**

By: \_\_\_\_\_  
**Village Clerk**

By: \_\_\_\_\_  
**Command Secretary**

**ILLINOIS FRATENRAL ORDER OF  
POLICE LABOR COUNCIL**

By: \_\_\_\_\_



**APPENDIX A DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704  
(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deductions. Please check with your tax preparer regarding deductibility.*

Revised 06/28/2018  
Post JANUS

**APPENDIX B GRIEVANCE FORM**



**GRIEVANCE**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s)/Sections(s) violated: \_\_\_\_\_  
Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position  
\_\_\_\_\_  
Person to Whom Response Given Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position  
\_\_\_\_\_  
Person to Whom Response Given Date

Lodge/Unit No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge/Unit No. / Year / Grievance No.

**STEP FOUR**

Given To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**APPENDIX C**  
**FRATERNAL ORDER OF POLICE (FOP)**  
**SALARY GRID 2023-2025 – ANNUAL**  
**(Includes 16 Hours Per Month Extra Duty Pay)**

			After	After	After	After	After	
Position		Start	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs	
Sergeant	Current	\$132,290	\$133,618	\$134,609	\$135,207	\$135,805	\$136,403	
	1/1/2023	3.50%	\$136,920	\$138,294	\$139,320	\$139,939	\$140,558	\$141,177
	1/1/2024	3.50%	\$141,712	\$143,135	\$144,197	\$144,837	\$145,478	\$146,118
	1/1/2025	3.50%	\$146,672	\$148,144	\$149,243	\$149,906	\$150,569	\$151,232
Lieutenant	Current	\$142,790	\$144,220	\$145,226	\$145,824	\$146,421	\$147,020	
	1/1/2023	3.50%	\$147,788	\$149,268	\$150,308	\$150,927	\$151,546	\$152,166
	1/1/2024	3.50%	\$152,961	\$154,492	\$155,569	\$156,210	\$156,850	\$157,492
	1/1/2025	3.50%	\$158,314	\$159,899	\$161,014	\$161,677	\$162,340	\$163,004
Commander 1	Current	\$155,522	\$157,069	\$158,074	\$158,672	\$159,270	\$159,854	
	1/1/2023	3.50%	\$160,965	\$162,566	\$163,607	\$164,226	\$164,844	\$165,448
	1/1/2024	3.50%	\$166,599	\$168,256	\$169,333	\$169,973	\$170,614	\$171,239
	1/1/2025	3.50%	\$172,430	\$174,145	\$175,260	\$175,923	\$176,585	\$177,233
Commander 2	Current	\$151,935	\$153,452	\$154,443	\$155,041	\$155,639	\$156,237	
	1/1/2023	3.50%	\$157,252	\$158,823	\$159,849	\$160,467	\$161,086	\$161,705
	1/1/2024	3.50%	\$162,756	\$164,381	\$165,443	\$166,084	\$166,724	\$167,365
	1/1/2025	3.50%	\$168,453	\$170,135	\$171,234	\$171,897	\$172,560	\$173,222
Commander 3	Current	\$154,326	\$155,857	\$156,864	\$157,462	\$158,060	\$158,658	
	1/1/2023	3.50%	\$159,728	\$161,312	\$162,354	\$162,973	\$163,592	\$164,211
	1/1/2024	3.50%	\$165,318	\$166,958	\$168,037	\$168,677	\$169,318	\$169,958
	1/1/2025	3.50%	\$171,104	\$172,802	\$173,918	\$174,581	\$175,244	\$175,907

Hourly rate = Annual salary + annual education/2064.

Division Chief Hourly rate = Annual salary + annual education + \$1800 (annualized \$150 per month) / 2064

**APPENDIX D**

MEMORANDUM OF UNDERSTANDING BETWEEN THE IFOP  
LABOR COUNCIL AND THE VILLAGE OF OAK LAWN

Ref: Public Act 100.0389: Section 1-25 The Police and Community Relations Improvement Act

Pursuant to the new Public Act 100-0389: Section 1-25 The Police and Community Relations Improvement Act effective August 2017. The Public Act 100-0389: Section 1-25 The Police and Community Relations Improvement Act requires police officers who discharge their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing as soon as practicable but not later than the end of their shift or tour of duty.

Our current Labor Agreements do not contain language addressing the modification of this Act and therefore, the Unions are recommending that we address this new law in this Memorandum of Understanding. This will ensure the Employer remains in compliance with the new law. This Memorandum has been drafted and concepts herein agreed to with all applicable unions representing police officers in the Village.

The Village of Oak Lawn and the Illinois Fraternal Order of Police, Labor Council do agree to the following:

In conducting the testing authorized by this Memorandum of Understanding, the Employer shall: follow the Drug and Alcohol Policy and Testing Procedures as outlined in the applicable Fraternal Order of Police Collective Bargaining Agreement. This includes sample testing by only a clinical laboratory or hospital facility that is licensed and is accredited by the IL DHHS.

The laboratory or facility selected will conform to all IL DHHS standards: establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test result. A designated Medical Review Officer (MRO), equivalent or an MRO designee should be available to review drug and/or alcohol testing results. In accordance with the applicable Collective Bargaining Agreements, testing samples will be limited to breath or urine based samples. A sufficient sample shall be collected such that the laboratory may conduct an initial screening, a confirmation screening and reserve amount, set aside for later testing.

The clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the reserve sample tested by an IL DHHS accredited clinical laboratory or hospital facility of the employee's choosing and at the employee's own expense.

All time spent in drug and/or alcohol testing of any kind, that is required by this agreement shall be compensable at the rate of pay required by the parties Collective Bargaining Agreement.

VILLAGE OF OAK LAWN:

ILLINOIS FOP LABOR COUNCIL:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**VILLAGE OF OAK LAWN**  
**Board of Trustees Meeting**  
**AGENDA ITEM SUBMISSION SHEET**

---

Meeting Date: 9/12/2023

Agenda Item Number:

(Clerk's Office will insert)

Department: Regional Water

Staff Contact: Jerry Dillon/Bill Meyer

Staff Contact email/phone number: 708-499-7881

**SUMMARY**

Management is seeking approval for the Village of Oak Lawn to approve an Easement Agreement with the City of Palos Hills. This easement is required for Bid Package 8 of the 2013 RWS Water Transmission Project. Bid Package 8 will install a 16-inch water transmission main from the 60-inch main transmission line to the Palos Hills Pump Station. The agreement allows for a permanent easement across a section of the Palos Hills Golf Course. In return for easement the Village of Oak Lawn will pay the City of Palos Hills \$10.00 and will be obligated to restore or replace, as reasonably as practical, the portion of the property disturbed, to the condition in which it existed before construction began.

The agreement has been reviewed by Michael Marrs from KTJ.

**RECOMMENDATION**

Village Management recommends the Board of Trustees approve the Easement Assignment.

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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NO. 23-0\_ -\_\_**

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**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A  
PERMANENT UTILITY EASEMENT AGREEMENT WITH THE CITY OF PALOS  
HILLS AS PART OF THE REGIONAL WATER SYSTEM IMPROVEMENT PROJECT  
(7301 WEST 105<sup>TH</sup> STREET, PALOS HILLS, ILLINOIS)**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

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VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS

RESOLUTION NO. 23-0 -

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**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A  
PERMANENT UTILITY EASEMENT AGREEMENT WITH THE CITY OF PALOS  
HILLS AS PART OF THE REGIONAL WATER SYSTEM IMPROVEMENT PROJECT  
(7301 WEST 105<sup>TH</sup> STREET, PALOS HILLS, ILLINOIS)**

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**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the Village and the City of Palos Hills (the "Palos Hills), owner of certain property in the City of Palos Hills, Illinois, commonly known as the Palos Hills Golf Course at 7301 West 105<sup>th</sup> Street (the "Property"), desire to enter into a Permanent Utility Easement Agreement (the "Easement Agreement") related to the Village's Regional Water System Improvement Project. A copy of the Easement Agreement, with an attached easement location exhibit depicting the Easement over the Property with Property Index Numbers of 23-13-201-040 and 23-13-201-044 is attached hereto as **EXHIBIT A** and made a part hereof; and

**WHEREAS**, the Village has the authority to enter into the Easement Agreement pursuant to statutory and its home rule authority, and the President and Board of Trustees of the Village find that approving and authorizing execution of the Easement Agreement is in the best interests of the Village and its residents.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution as if fully set forth herein.

**SECTION TWO:** Approval of Permanent Utility Easement Agreement. The President and Board of Trustees of the Village hereby approve the Easement Agreement, in substantially the form in **EXHIBIT A**, with such changes thereto as are approved by the Village Manager. The President and Board of Trustees of the Village hereby authorize and direct the Village President, Village Clerk and/or the Village Manager to execute the Easement Agreement, and to further execute and deliver all instruments and documents that are necessary to effectuate such Easement Agreement and to fulfill the Village's obligations under the Agreement as approved.

**SECTION THREE:** Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**PERMANENT UTILITY EASEMENT AGREEMENT WITH EASEMENT LOCATION  
EXHIBIT**

(attached)

Prepared by and after  
Recording mail to:

Village of Oak Lawn  
9446 S Raymond Avenue  
Oak Lawn, Illinois 60453  
Attn: Village Manager

Parcel Nos.: 23-13-201-040-0000  
23-13-201-044-0000  
Cook County, Illinois

### **PERMANENT UTILITY EASEMENT AGREEMENT**

This **PERMANENT UTILITY EASEMENT AGREEMENT** (“Agreement”) is effective as of the \_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the CITY OF PALOS HILLS, an Illinois municipal corporation (“Grantor”), and the VILLAGE OF OAK LAWN, an Illinois home rule municipal corporation (“Grantee”). Grantor and Grantee are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Grantor is the owner of record of certain real property commonly known as the Palos Hills Golf Course, 7301 West 105<sup>th</sup> Street, Palos Hills, Illinois and legally described in **Exhibit A** attached hereto and made a part hereof (“Grantor’s Property”); and

**WHEREAS**, Grantee is the owner and operator of the Oak Lawn Regional Water System, which is undergoing major improvements and expansion to support growth in the Chicago’s southwest suburbs; and

**WHEREAS**, as part of the improvements and expansion of the Oak Lawn Regional Water System, new underground water transmission mains and related appurtenances (collectively, the “Facilities”) will be installed to convey potable water from the Village of Oak Lawn to twelve (12) southwest suburb communities; and

**WHEREAS**, to install the Facilities, Grantee needs a permanent utility easement on a portion of Grantor’s Property in which to construct, install, operate, maintain, repair, replace and use the Facilities; and

**WHEREAS**, Grantee has offered, and Grantor is willing to accept payment of TEN AND NO/100 DOLLARS (\$10.00) as compensation for the requested permanent easement; and

**WHEREAS**, Grantor is willing to grant Grantee a permanent utility easement in and along a portion Grantor’s Property for the construction, installation, operation, maintenance, repair, replacement and use the Facilities on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the sums to be paid by Grantee to Grantor as specified herein, and the covenants and agreements set forth in this Agreement, Grantor and Grantee covenant and agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are hereby incorporated by reference as if set forth fully herein.
2. **GRANT OF PERMANENT EASEMENT.** Subject to the terms of this Agreement, Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, its successors and assigns, a permanent, non-exclusive public utility easement (“Easement”) over, under, in, along, across and upon the portion of Grantor’s Property legally described and depicted in **Exhibit B** attached hereto and made a part hereof (“Easement Area”), including the right to ingress and egress over the same for the lawful construction, installation, operation, maintenance, repair, replacement and use of the Facilities. All Facilities in the Easement Area shall be underground. No above-ground Facilities or other improvements shall be authorized in the Easement Area without the express approval of Grantee, which may be withheld in its discretion. Grantee shall at all times during the applicable term of the easement granted in this Agreement have ingress to and egress from the applicable Easement Area for the stated purpose of said easement by such reasonable route as may be designated by Grantor and agreed upon by Grantee. Grantee’s rights in the Easement Area above include the right to have Grantee’s contractors and subcontractors upon the Easement Area for the purposes described above as long as those contractors and subcontractors comply with the terms of this Agreement.
3. **TERM OF EASEMENT.** The Easement shall commence on the Effective Date of this Agreement and shall run with the land and continue in full force and effect in perpetuity. Grantee’s rights hereunder shall not unreasonably interfere with the use of Grantor’s Property and shall be subject to all valid and existing easements, rights, leases, licenses, reservations and encumbrances, whether of record or not, affecting Grantor’s Property or any portion thereof. Grantee’s occupancy or use of the Easement Area shall not create nor vest in Grantee any ownership or interest of whatsoever nature in Grantor’s Property other than as specifically given herein. If Grantee desires to obtain an insurance policy insuring its rights in the Easement Area as granted in this Agreement, Grantor shall reasonably cooperate with Grantee’s requests to provide information and materials to the insurer as may be necessary for Grantee to obtain such policy.
4. **RESTORATION/IMPROVEMENTS.** The Easement Area disturbed by Grantee’s exercise of any of its rights under this Agreement shall be restored or replaced, as reasonably as practical, to the condition in which it existed at the commencement of such activities. Grantee shall coordinate restoration activities with Grantor to ensure that grading and seeding of affected areas is consistent with other areas in said vicinity.
5. **RESERVATION BY GRANTOR/NON-EXCLUSIVE USE.** All right, title and interest in and to the Easement Area under this Agreement which may be used and enjoyed without impairing, interfering or obstructing the rights conveyed by this Agreement are reserved to Grantor; provided, however, that other than paving, Grantor shall not locate any permanent

structure in the Easement Area without the express written consent of the Grantee. To the extent that the Easement Area is not paved as of the date of this Agreement, Grantor and its successors and assigns, shall have the right to grade and pave the Easement Area.

6. **INSURANCE.** During the term of this Agreement, Grantee, at its sole cost and expense, shall carry and maintain and cause itself and its assigns and their respective employees, agents, representatives, consultants, contractors, subcontractors, directors and invitees (collectively, the “Grantee Parties”) that access the Easement Area to obtain and maintain (a) commercial general liability insurance, protecting against claims for damages for bodily injury, including death, resulting therefrom as well as for property damage that may arise from Grantee’s and the Grantee Parties’ access and use of the Easement Area, with a minimum combined single limit of \$1,000,000.00 per occurrence and in the aggregate; (b) workers’ compensation insurance as required by law; and (c) Umbrella or Excess Liability Insurance with limits of no less than \$3,000,000 excess of the underlying general liability coverage. Before accessing the Easement Area, Grantee shall provide (and cause its consultants and contractors to provide) Grantor with certificates of insurance and copies of the additional insured endorsements reasonably acceptable to Grantee evidencing the existence of the coverage described above. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Grantee which may cover other property in addition to the property described in this Agreement. Grantor and any lender shall be named as an additional insured on such policies.
  
7. **COMPLIANCE WITH RULES AND REGULATIONS.** The Facilities installed under or, as expressly permitted in this Agreement, on the Easement Area by Grantee shall be installed, operated, repaired, maintained, used, and removed in compliance with all applicable laws and regulations and in such a manner as not to interfere with the operations of Grantor, its agents, contractors or employees, or the use of Grantor’s Property as a public golf course. Furthermore, any and all work relating to this Agreement and/or rights granted herein shall be done in a workmanlike manner, and by acceptance of this document, Grantee agrees to comply with Grantor’s reasonable guidelines during any construction period, including, but not limited to:
  - 7.1 Except in an emergency, prior to the entrance by Grantee or any of the Grantee Parties upon the Easement Area for any reason, including, but not limited to the times of initial construction or any future construction of the Facilities or for maintenance purposes, that in each case would not limit, prevent, or otherwise affect the use of the surface of any part of the Easement Area by Grantor or Grantor’s tenants or customers, Grantor will be given forty eight hours (48) hours prior written notice in order to allow Grantor, if desired, to have a representative present during such entrance.
  
  - 7.2 Except in an emergency, prior to the entrance by Grantee or any of the Grantee Parties upon the Easement Area for any reason, including, but not limited to the times of initial construction or any future construction of the Facilities or for maintenance purposes, that in each case would limit, prevent, or otherwise affect the use of the surface of any part of the Easement Area by Grantor or Grantor’s



tenants or customers or any of their respective members, managers, agents, employees, contractors, tenants or subtenants, successors or assigns (collectively, the "Grantor Parties"), then Grantee shall give Grantor at least thirty (30) calendar days prior written notice before Grantee or any of the Grantee Parties accesses the Easement Area for that purpose, which notice shall state the commencement date of the access and the length of time that access will be needed. After the Facilities are initially constructed and commissioned, and except as otherwise agreed to by the Parties, Grantee shall not limit, prevent, or otherwise affect the use of the surface of any part of the Easement Area by Grantor or any of the Grantor Parties for more than thirty (30) calendar days from the first date of that access.

- 7.3 In the event of any emergency such as water main breaks, Grantee may enter the Easement Area on Grantor's Property without advance notice to Grantor; provided, however, that prior to such entrance by Grantee, Grantee shall make reasonable attempts to notify Grantor of Grantee's need for immediate entrance on the Grantor's Property.
- 7.4 Grantor or third-party facilities may exist in or near the Easement Area, which must be located prior to any digging by Grantee. Except as necessary for the construction and installation of the Facilities, Grantee will not disturb any of Grantor's or third-party facilities.
- 7.5 Grantee covenants that access to Grantor's Property other than in the Easement Area will be maintained during the construction period. Except as agreed to by Grantor, Grantee shall not block or impede any access to the remainder of Grantor's Property or to the Easement Area granted herein while performing any construction, maintenance, repair or operation within the Easement Area or at any other time. Grantee shall place and maintain in the Easement Area suitable markers indicating the presence of the Facilities. After installation of the Grantee's Facilities, Grantor's Property shall not be altered by Grantee in a manner so as to interfere with the operation and maintenance of Grantor's Property by Grantor thereof.
- 7.6 Grantee agrees to pay for all labor used upon and all materials installed in or affixed to the Easement Area by Grantee and shall save Grantor's Property and hold Grantor harmless from any lien or claim of lien relating thereto. If Grantee fails to have any lien released or bonded over within thirty (30) calendar days after it is filed, then, in addition to any other right or remedy of Grantor, Grantor may discharge the lien by paying the amount claimed to be due, and the amount Grantor pays and all actual out-of-pocket costs and expenses, including reasonable attorneys' fees, Grantor incurs in procuring the discharge of the lien shall be due and payable on demand by the Grantee to Grantor.
- 7.7 Grantee's maintenance, repair, replacement, and use of the Easement Area and the Facilities shall in all cases be (a) at Grantee's sole cost and (b) in a manner that causes the least possible interference with the use, occupancy, and enjoyment of

Grantor's Property by Grantor and the other Grantor Parties. Grantee shall take all appropriate safety measures to ensure that Grantor and its tenants and their respective customers and other users of the Grantor's Property are not at an increased risk for injury as a result of any work associated with the easement granted by this Agreement.

7.8 The initial construction and installation of the Facilities by Grantee, other than restoration of paving and landscaping disturbed by such installation, shall be during the months of November through March. None of the initial construction and/or installation of the Facilities other than restoration of paving shall occur or take place from April through October without the express approval of Grantor, which Grantor may be withhold in its discretion. Paving disturbed during the initial construction and installation of the facilities shall be performed as soon as practical subject to availability of asphalt for the performance of such repairs. When any maintenance, repairs, or replacement to the Facilities within the Easement Area occurs from April through October, the Grantee Parties shall maintain one or more (as appropriate) temporary access points being approximately 10 feet in width at locations convenient to persons using Grantor's Property for recreational purposes through the Easement Area affected by such work. Such temporary access points shall be located in areas agreeable to both Grantor and Grantee.

8. **HAZARDOUS MATERIALS.** Grantee agrees that none of Grantee or any of the Grantee Parties shall use, have present nor transport on or about Grantor's Property any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of Grantor. If at any time during the term of this Agreement, Grantee knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath Grantor's Property, then Grantee shall, as soon as reasonably possible, give verbal and written notice of that condition to Grantor. Grantee covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by Grantee, its agents, employees, representatives, contractors, permitted assigns, or those under Grantee's control at Grantee's cost and expense. Grantee shall notify Grantor prior to commencing any clean-up or remediation.

9. **INDEMNIFICATION.** Grantee shall indemnify, defend (with counsel reasonably acceptable to Grantor), and hold harmless Grantor and the Grantor Parties, from and against any and all claims, losses, damages, costs, expenses (including reasonable attorney's fees and court costs), and liabilities for any and all injuries to, or death of, any person, or damage to any property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Agreement or activities undertaken pursuant to this Agreement, whether caused by the acts, negligence or willful misconduct of Grantee or any of the Grantee Parties, or those under Grantee's control or by Grantee's or any of the Grantee Parties' failure to perform the covenants or conditions of this Agreement, or otherwise. Grantee's obligations to indemnify, defend, and hold harmless shall survive any termination of this Agreement.

10. **COMPLIANCE WITH LAWS.** Grantee shall construct and install the Facilities in a workmanlike manner and in compliance with applicable laws, statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulation are amended from time to time.
11. **COVENANTS RUNNING WITH THE LAND.** The Parties agree that the easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the Parties and their respective grantees, heirs, successors and assigns.
12. **AUTHORIZED REPRESENTATIVE.** Each individual signing on behalf of a Party to this Agreement states that he or she is the duly authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing.
13. **NOTICES.** Any notice, request or other communication to be given by any Party hereunder shall be in writing and shall be deemed adequately given only if (i) sent by personal delivery, (ii) by Federal Express or other overnight messenger service, (iii) first class registered or certified mail, postage prepaid, return receipt requested, or (iv) by electronic mail, and addressed to the Party for whom such notices are intended, addressed in each case as follows:

All notices to Grantor shall be sent to:

To Grantor:                   City of Palos Hills  
10335 South Roberts Road  
Palos Hills, Illinois 60465  
Attention : Gerald R. Bennett  
Email :mayorbennett@paloshillsweb.org

With a copy to:             Joseph Cainkar  
Louis F. Cainkar, Ltd.  
30 North LaSalle, Suite 3430  
Chicago, Illinois 60602  
Email: joe@lfcld.net

All notices to Grantee shall be sent to:

To Grantee:                   Village of Oak Lawn  
9446 S. Raymond Avenue  
Oak Lawn, Illinois 60453  
Attention: Thomas Phelan, Village Manager  
tphelan@oaklawn-il.gov

With a copy to: Michael Marrs  
Klein, Thorpe and Jenkins, Ltd.  
900 Oakmont Lane, Suite 301  
Westmont, Illinois 60559  
mamarrs@ktjlaw.com

14. **ASSIGNMENT.** Grantee may not assign their rights hereunder without the prior written consent of Grantor.
15. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by the Parties hereto. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement, and the Parties acknowledge and understand that, upon completion, any and all such Schedules and Exhibits shall be deemed to be made a part collectively hereof.
16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws provisions. This Agreement concerns property located in Cook County, Illinois, and if legal action, arbitration or some other proceeding is brought to enforce or to resolve any dispute arising under this Agreement, such legal action, arbitration or other proceeding shall be brought in the Circuit Court of Cook County, Illinois, and the prevailing party shall be entitled to recover reasonable Attorneys' fees and other costs incurred in such proceeding, in addition to any other relief to which it may be entitled.
17. **SEVERABILITY.** Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and each such provision shall be valid and remain in full force and effect.
18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. Facsimile and electronic mail signatures shall be treated as original signatures of the Parties for the purposes hereto.
19. **ELECTRONIC/FAX SIGNATURES.** Unless required otherwise elsewhere in this Agreement, any signed document transmitted electronically or by facsimile (fax) machine shall be treated in all manner and respect as an original document and the signature of any Party hereto upon a document transmitted electronically or by fax machine shall be considered an original signature.
20. **NO THIRD-PARTY BENEFICIARIES.** No claim as a third-party beneficiary under this Agreement by any person shall be made, or be valid, against Grantor or Grantee.
21. **NO IMPLIED EASEMENT.** No easement, except that expressly set forth in this Agreement, shall be implied by this Agreement.

22. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Agreement by persons legally entitled to do so as of the day and year first set forth above.

*[SIGNATURES ON FOLLOWING PAGE]*

**GRANTOR:**

**CITY OF PALOS HILLS**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Gerald R. Bennett, Mayor

**STATE OF ILLINOIS**     )  
  ) SS.  
**COUNTY OF COOK**        )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gerald R. Bennett, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

**GRANTEE:**

**VILLAGE OF OAK LAWN**, an Illinois  
municipal corporation

By: \_\_\_\_\_  
Terry Vorderer, Village President

**STATE OF ILLINOIS**     )  
  ) SS.  
**COUNTY OF COOK**     )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Terry Vorderer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act for the uses and purposes herein set forth.

Given under my and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires:

**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

THAT PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, LYING NORTH OF THE 90 FOOT RESERVE STRIP ON THE NORTHERLY SIDE OF THE CALUMET FEEDER (EXCEPT THE NORTH 1,575 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER, AND THE NORTH 1,608 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER) AND (EXCEPTING ALSO THE EAST 400 FEET THEREOF), IN COOK COUNTY, ILLINOIS;

AND

LOT 4 IN PALOS HILLS 105<sup>th</sup> AND HARLEM SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1986 AS TORRENS DOCUMENT NO. 3502030 IN COOK COUNTY, ILLINOIS.

PINs: 23-13-200-003-0000; 23-13-201-040-0000; and 23-13-201-044-0000  
Address: 7301 West 105<sup>th</sup> Street, Palos Hills, 60465



**EXHIBIT B**

**LEGAL DESCRIPTION AND DEPICTION OF PERMANENT UTILITY EASEMENT**

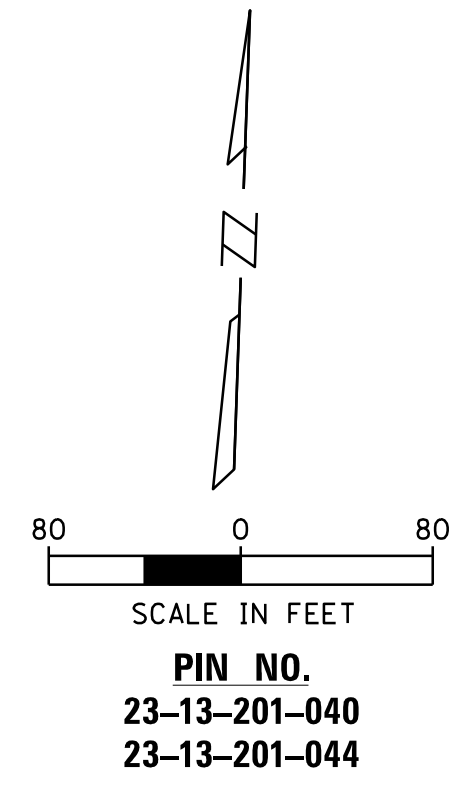
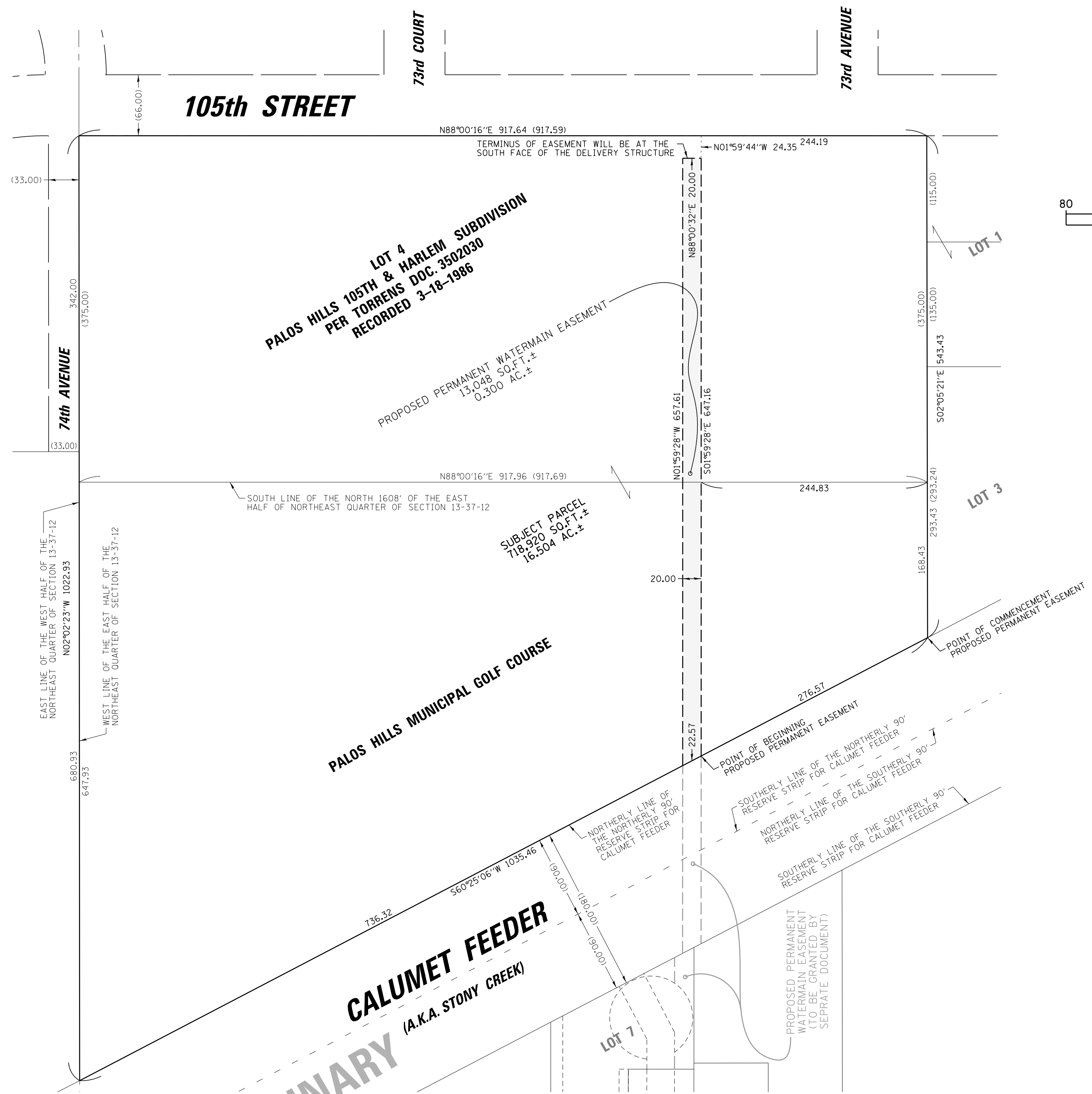
THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS AND THAT PART OF LOT 4 IN PALOS HILLS 105<sup>th</sup> AND HARLEM SUBDIVISION BEING A SUBDIVISION IN SAID EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1986 AS TORRENS DOCUMENT NO. 3502030 BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3 IN SAID PALOS HILLS 105<sup>th</sup> AND HARLEM SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF THE NORTHERLY 90 FOOT RESERVE OF THE CALUMET FEEDER HAVING AN ILLINOIS COORDINATE SYSTEM STATE PLANE GRID BEARING OF SOUTH 60 DEGREES 25 MINUTES 06 SECONDS WEST A DISTANCE OF 276.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 60 DEGREES 25 MINUTES 06 SECONDS WEST, 22.57 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 01 DEGREE 59 MINUTES 28 SECONDS WEST, 657.61 FEET TO A POINT ON A LINE 24.35 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE 105<sup>th</sup> STREET; THENCE NORTH 88 DEGREES 00 MINUTES 32 SECONDS EAST, 20.00 FEET ALONG SAID PARALLEL LINE; THENCE SOUTH 01 DEGREE 59 MINUTES 28 SECONDS EAST, 647.16 FEET TO THE POINT OF BEGINNING.

Affects PINs:           23-13-201-040-0000 and 23-13-201-044-0000  
Address:               7301 West 105<sup>th</sup> Street, Palos Hills, 60465

**LEGEND**

00.00	MEASURED
(00.00)	RECORD
—————	PROPERTY LINE
—————	R.O.W. LINE
-----	1/4 SECTION LINE
-----	EASEMENT LINE
-----	ABANDONED/EXTENSION LINE
-----	PROPOSED EASEMENT LINE

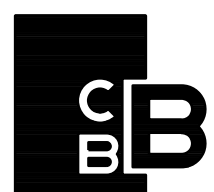


**GENERAL NOTES:**

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISIONS ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA GIVEN ON THIS PLAT AND REPORT ANY DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
5. CONTRACTOR/DEVELOPER SHALL NOTIFY J.U.L.I.E. AT 1-800-892-0123 AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.

**SURVEYOR NOTES:**

1. BEARINGS AND DISTANCES SHOWN HEREON ARE ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) "GRID".
2. THIS PLAT IS BASED IN PART ON THE FOLLOWING TITLE COMMITMENT REPORTS:
  - WHEATLAND TITLE COMPANY WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2022 AS ORDER NO. CBE-2021CO-20713.0
  - WHEATLAND TITLE COMPANY WITH AN EFFECTIVE DATE OF NOVEMBER 16, 2022 AS ORDER NO. CBE-2021CO-20714.0
3. PROPERTY IS SUBJECT TO: RIGHTS OF THE PUBLIC, THE STATE OF ILLINOIS, AND THE MUNICIPALITY IN AND TO THAT PART OF THE LAND, IF ANY, TAKEN OR USED FOR ROAD PURPOSES.
4. THIS EXHIBIT IS BASED ON FIELD WORK PERFORMED ON 2-14-2020 & 3-30-2023.



**CHRISTOPHER B. BURKE**  
 ENGINEERING, LTD.  
 9575 West Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (847) 823-0500

**EASEMENT EXHIBIT**  
 IN  
 CITY OF PALOS HILLS, ILLINOIS  
 PREPARED FOR  
 VILLAGE OF OAK LAWN

CALC.	KJR	PROJECT NO.
DWN.	AJK	210220
CHKD.	KJR	SHEET 1 OF 1
SCALE:	1" = 80'	DRAWING NO.
DATE:	05-15-2023	EASE210220A

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. 23-0 -**

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**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A  
PERMANENT UTILITY EASEMENT AGREEMENT WITH THE CITY OF PALOS  
HILLS AS PART OF THE REGIONAL WATER SYSTEM IMPROVEMENT PROJECT  
(7301 WEST 105<sup>TH</sup> STREET, PALOS HILLS, ILLINOIS)**

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which Resolution was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12<sup>th</sup> day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12th day of September, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12th day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]



**VILLAGE OF OAK LAWN**  
**Board of Trustees Meeting**  
**AGENDA ITEM SUBMISSION SHEET**

Meeting Date: 9/12/2023

Agenda Item Number:

(Clerk's Office will insert)

Department: Asst. Village Manager

Staff Contact: Jerry Dillon/Adam Metz

Staff Contact email/phone number: 708-499-7881

**SUMMARY**

Management is seeking approval for an Economic Incentive Agreement between the Village of Oak Lawn and Kelly Nissan (4300 West 95<sup>th</sup> Street). The agreement will rebate a portion of sales taxes received by the Village from Kelly Nissan. Kelly Nissan has committed to make improvements to its Oak Lawn dealership and is expected to receive more cars for sale from its Auto Company. Improvements are expected to increase the value of the Property as well increase sales of the dealership. The term of the agreement will begin January 1, 2024. Below summarizes the sharing of sales taxes received by the Village.

1. For Sales Taxes Received from \$0 to \$275,000, Kelly Nissan will receive 0% of those Sales Taxes Received, and the Village will retain 100% thereof.
2. For Sales Taxes Received from \$275,001 to \$375,000, Kelly Nissan will receive 50% of those Sales Taxes Received, and the Village will retain 50% thereof.
3. For Sales Taxes Received from \$375,001 and above, Kelly Nissan will receive 75% of those Sales Taxes Received, and the Village will retain 25% thereof.

**RECOMMENDATION**

Village Management recommends the Board of Trustees approve the Incentive Agreement with one of the Village's largest auto dealers.

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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NO. 23-\_\_-\_\_**

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**A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND  
BETWEEN THE VILLAGE OF OAK LAWN AND KELLY NISSAN, INC.  
(KELLY NISSAN)**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

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**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 23- -**

**A RESOLUTION APPROVING AN ECONOMIC INCENTIVE AGREEMENT BY AND  
BETWEEN THE VILLAGE OF OAK LAWN AND KELLY NISSAN, INC.  
(KELLY NISSAN)**

**WHEREAS**, the Village of Oak Lawn (“*Village*”) is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, Kelly Nissan, Inc. (“*Developer*”)        property in the Village located at 4300 West 95th Street (“*Property*”); and

**WHEREAS**, the Developer desires to continue to operate a Nissan motor vehicle sales and service facility on the Property (“*Project*”); and

**WHEREAS**, the Developer advised that the Village that it is unable to continue to maintain and operate the Project without certain economic incentives from the Village; and

**WHEREAS**, the Village desires to provide economic incentives to the Developer to induce the Developer to maintain and operate the Project on the terms and conditions in the “Economic Incentive Agreement by and between the Village of Oak Lawn and Kelly Nissan, Inc.” (“*Agreement*”) attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Village President and Board of Trustees find that the public’s health, safety, and welfare would be best served by approval of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE: Recitals Incorporated.** Each of the recitals in the Whereas paragraphs are incorporated into Section 1 of this Resolution as if fully set forth herein.

**SECTION TWO: Agreement Approved; Execution.** The Village President and Board of Trustees approve the Agreement. The Village President, Village Clerk, and Village Manager are hereby authorized and directed to execute the Agreement. Village staff are directed to fulfill the Village’s obligations in the Agreement.

**SECTION THREE: Effective Date.** This Resolution will be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**  
**AGREEMENT**  
(attached)



**ECONOMIC INCENTIVE AGREEMENT  
BY AND BETWEEN THE VILLAGE OF OAK LAWN AND KELLY NISSAN, INC.  
(KELLY NISSAN)**

**THIS ECONOMIC INCENTIVE AGREEMENT (“*Agreement*”)** is made and entered into as of this 12th day of September, 2023, by and between the **VILLAGE OF OAK LAWN**, an Illinois municipal corporation (“*Village*”), and **KELLY NISSAN, INC.**, an Illinois corporation (“*Developer*”).

**IN CONSIDERATION OF** the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village hereby agree as follows:

**SECTION 1. RECITALS.<sup>1</sup>**

A. The Village is a home rule Illinois municipality which enters into this Agreement pursuant to its home rule powers and the authority granted to it by 65 ILCS 5/8-1-2.5.

B. Pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, the Village has determined that it has the authority to enter into this Agreement.

C. The Developer is the \_\_\_\_\_ of the approximately \_\_\_\_-acre parcel located at 4300 West 95th Street, Oak Lawn, Illinois, and legally described in **Exhibit A** attached to and, by this reference, incorporated herein (“*Property*”).

D. The Developer operates a Nissan dealership on the Property (“*Dealership*”).

E. The Developer desires to continue to operate the Dealership on the Property.

F. The Village anticipates that the continued operation of the Dealership will be a significant contributor to the economic stability of the Village through contributions of substantial Sales Tax revenues and employment opportunities.

G. In order to continue operating the Dealership on the Property, the Developer requested that the Village provide economic incentives up to \$750,000 as set forth in this Agreement.

H. The Village has determined that the continued operation of the Dealership on the Property is expected to maintain and increase the value of the Property and increase sales from the Property, thereby maintaining and increasing Sales Tax revenues for the Village which assist, and will continue to assist, the Village in providing essential municipal services to members of the public.

I. The Village and the Developer desire to enter into this Agreement to foster the long-term use and development of the Property and to enable the use of the Property in a manner that will enhance the business environment of the Village.

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<sup>1</sup>All capitalized words and phrases throughout this Agreement have the meanings set forth in the preamble above and in Section 2 of this Agreement, or as elsewhere specifically defined in this Agreement. If a word or phrase is not specifically defined in this Agreement, it has the meaning ascribed to it in the Village Code or Zoning Ordinance.

J. On \_\_\_\_\_, 2023, the Corporate Authorities adopted Resolution No. \_\_\_\_\_, in which they authorized the execution of this Agreement.

**SECTION 2. DEFINITIONS.** Whenever used in this Agreement, the following terms have the following meanings unless a different meaning is required by the context.

A. “**Commencement Date**” means January 1, 2024.

B. “**Corporate Authorities**” means the President and Village Board of the Village of Oak Lawn, Illinois.

C. “**Effective Date**” means the date first written in the first paragraph of the first page of this Agreement.

D. “**Force Majeure**” means a strike, lockout, act of God, global, national or local pandemic or other factor beyond a Party’s reasonable control and reasonable ability to remedy; provided, however, that Force Majeure does not include: (i) delays caused by weather conditions, unless those conditions are unusually severe or abnormal considering the time of year and the particular location of the Property, and (ii) economic hardship, impracticability of performance, or commercial, economic, or market conditions.

E. “**IDOR**” means the State of Illinois Department of Revenue.

F. “**Party**” means the Village and the Developer, individually, and “**Parties**” means the Village and the Developer, collectively.

G. “**Rebate**” means the rebate payment to the Developer of a portion of the Sales Taxes Received that the Village is required to make pursuant to this Agreement.

H. “**Requirements of Law**” means all applicable laws, statutes, codes, ordinances, resolutions, rules, regulations, and policies of the Village and any federal, state, local government, or governmental agency with jurisdiction over the Property.

I. “**Sales Taxes**” means only those taxes imposed and collected by the State of Illinois pursuant to (i) the Retailer’s Occupation Tax Act, 35 ILCS 120/1 *et seq.*, as amended, (ii) the Service Occupation Tax Act, 35 ILCS 115/1 *et seq.*, as amended, (iii) the Use Tax Act, 35 ILCS 105/1 *et seq.*, as amended, (iv) the Service Use Tax Act, 35 ILCS 110/1, *et seq.*, as amended, (v) any vehicle lease tax that is substituted for a portion of any of the foregoing taxes, (vi) the Home Rule Municipal Retailers’ Occupation Tax Act, 65 ILCS 5/8-11-1, as amended, (vii) the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, as amended, and (viii) the Home Rule Municipal Use Tax Act, 65 ILCS 5/8-11-6, as amended.

J. “**Sales Taxes Received**” means that portion or component of the Sales Taxes generated by the Developer from sales on the Property that the Village actually receives from the State of Illinois.

K. “**Tax Year**” means the period of time commencing on the Commencement Date and ending on the immediately following December 31; and each of the subsequent 12-month periods thereafter, for 12 full 12-month periods.

**SECTION 3. DEVELOPMENT AND USE.**

A. **Development, Use, Operation, and Maintenance.** The Property must be developed, used, operated, and maintained in compliance with all Requirements of Law and this Agreement. Development, use, operation, and maintenance of the Property in a manner deviating from these requirements is a violation of this Agreement and the Developer's obligations hereunder, as the case may be, and a breach pursuant to Section 10 of this Agreement, subject to any applicable notice or cure period.

B. **Materials.** Developer will provide the Village with the following materials: (a) within 30 days of the Effective Date, a copy of an executed Nissan dealership franchise agreement ("**Franchise Agreement**") for the Property; and (b) within 30 days of the Effective Date, and within 21 days of each renewal or amendment of the Franchise Agreement, a certification from Nissan stating that the Franchise Agreement is in full force and effect and has not been modified and that Developer has the right to operate a Nissan dealership on the Property for a duration listed in the certification.

C. **Franchise Agreement.** Developer will maintain an active Franchise Agreement for the Property. Developer will provide the Village with any notices of default related to the Franchise Agreement issued by Nissan within 30 days of Developer's receipt thereof.

**SECTION 4. INCENTIVES.**

A. **Rebate Conditions.** In addition to conditions elsewhere in this Agreement, the Village will not pay any Rebate to the Developer:

1. Unless the Developer has generated \$275,001 or more in Sales Taxes Received on the Property during the Tax Year for which a Rebate may be paid;
2. If the Developer has received Rebate payments totaling \$750,000;
3. Unless the Developer is in compliance with its obligations in this Agreement; or
4. If this Agreement is no longer in effect for any reason.

B. **Calculation of Rebate.** Beginning on the Commencement Date, and for 12 Tax Years Thereafter, the Village will pay to the Developer a portion of the Sales Taxes Received generated by the Developer on the Property during each Tax Year as the Rebate as follows:

1. For Sales Taxes Received from \$0 to \$275,000, the Developer will receive 0% of those Sales Taxes Received, and the Village will retain 100% thereof.
2. For Sales Taxes Received from \$275,001 to \$375,000, the Developer will receive 50% of those Sales Taxes Received, and the Village will retain 50% thereof.
3. For Sales Taxes Received from \$375,001 and above, the Developer will receive 75% of those Sales Taxes Received, and the Village will retain 25% thereof.

By way of illustration, if \$500,001 of Sales Taxes Received are generated in a Tax Year, then the Developer will receive \$143,751 of those Sales Taxes Received, and the Village will retain \$356,250 thereof.

C. **Rebate Payments.** Within 90 days after the end of each Tax Year, and after the Village receives the summary of Sales Taxes paid from the Property and the Sales Taxes Received for the applicable year from IDOR, the Village will pay the applicable Rebate for that particular Tax Year to the Developer, based on the records of IDOR. In no event will a Rebate be paid for a Tax Year in which less than \$275,001 of Sales Taxes Received were received by the Village. In no event will the total amount of Rebate payments to the Developer exceed \$750,000 during the Term of this Agreement. If, for any reason, the State of Illinois fails to distribute the Sales Taxes Received revenue to the Village in sufficient time for the Village to make the annual payments, the Village will make the required Rebate payment within 60 days after the date on which the Village actually receives the Sales Taxes Received revenue due the Village for the applicable annual payment period. If the Village identifies the need to adjust and reconcile the amount of any Rebate payment to account for any provision of this Agreement or to account for the amount of Sales Taxes actually paid by the State of Illinois to the Village, the Village and the Developer agree to cooperate with each other to accomplish the reconciliation. To the extent necessary in that circumstance, as determined by the Village, the Parties agree that the Village may require the Developer to submit certified financial statements and copies of the applicable State of Illinois Sales Tax Reports from the Property as are necessary to verify the amount of Sales Taxes Received collected from operations at the Property. Any information received by the Village from the Developer under this Agreement regarding Sales Taxes Received will be kept confidential to the extent allowed by the Requirements of Law.

D. **Change in the Law.** The Village and the Developer acknowledge and agree that the Village's obligation to pay the Rebate to the Developer is predicated on existing State law governing the distribution of Sales Taxes to the Village. The Village and the Developer further acknowledge that the General Assembly of the State has, from time to time, considered proposals to modify or eliminate the distribution of Sales Taxes to Illinois municipalities. In the event that Sales Taxes are no longer distributed to the Village, or if the distribution is altered in a manner that prevents the Village and the Developer from determining with a reasonable degree of certainty the amount of the Sales Taxes Received ("***Change in Law***"), the provisions of this Agreement with regard to Sales Taxes Received generated from the Property on or after the effective date of the Change in Law will automatically terminate and become null and void and be of no further force or effect, and the Village will have no obligation whatsoever to pay to the Developer any of the Sales Taxes Received, as the case may be, generated on or after the effective date of the Change in Law. However, if, at any time during the term of this Agreement, there is another Change in Law that either results in the distribution of Sales Taxes to the Village, or allows the Village and the Developer to determine with a reasonable degree of certainty the amount of the Sales Taxes Received, the provisions of this Agreement with regard to Sales Taxes Received generated from the Property will automatically be reinstated and will continue through the remainder of the term of this Agreement.

E. **No Guarantee.** The Parties acknowledge and agree that none of the terms, conditions, or provisions of this Agreement are to be construed, deemed, or interpreted as a guarantee that the Village will receive any Sales Taxes as a result of the operation of the Dealership on the Property.

F. **Limited Liability.** Notwithstanding any other provision of this Agreement to the contrary, the Village's obligation to pay the Rebate payments is not and will not be a general debt

or obligation of the Village or a charge against its general credit or taxing powers, but is and will be a special limited obligation payable solely from Sales Taxes Received, in accordance with this Agreement. The Developer has and will have no right to, and agrees that it may not, compel any exercise of the taxing power of the Village to pay the Rebate, and no execution of any claim, demand, cause of action or judgment may be levied upon or collected from the general credit, general funds or other property of the Village. No recourse may be had for any payment pursuant to this Agreement against any past, present, or future elected or appointed officer, official, agent, representative, employee, or attorney of the Village in their individual capacity.

G. **Limitations on Payment of Rebate.** The Developer acknowledges and agrees that the Property must be used and maintained in strict compliance with Requirements of Law and the Developer's obligations in this Agreement. If the Developer fails to operate the Dealership as set forth in this Agreement, fails to comply in all respects with the Requirements of Law, fails to comply with its obligations in this Agreement, or fails to cure any defects as allowed in this Agreement, the Village will have the right to suspend payment of the Rebate for the period that the Developer is not in material compliance with the Requirements of Law or its obligations in this Agreement, the Village will have no further obligation to pay any Rebate to the Developer, and the Village may terminate this Agreement.

H. **Commitment to Fair Employment Practices; Prevailing Wage.** Developer will comply with all federal, State, and local laws relating to equal employment opportunities with respect to construction and operation of the Dealership. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. Developer will pay the prevailing rate of wages as established under 820 ILCS 130/0.01 *et seq.*, as amended ("***Prevailing Wage Act***") to all workers involved with construction of public improvements on or in the vicinity of the Property, and will comply with the Prevailing Wage Act in that regard.

I. **Filing and Reporting.** Within 30 days of the Effective Date, a report regarding this Agreement, and a copy of this Agreement, will be filed electronically with IDOR pursuant to 65 ILCS 5/8-11-21(c). The Developer will cooperate with the Village in preparing and filing the report, and the Developer will provide information and materials needed by the Village to prepare and file the report.

## **SECTION 5. FORCE MAJEURE.**

Except as expressly provided to the contrary in this Agreement, whenever a period of time is provided for in this Agreement for either the Developer or the Village to perform any act or obligation, and the Developer or the Village, as the case may be, is unable to perform or complete the act or obligation because of a Force Majeure, then upon the occurrence of the Force Majeure, the time period for the performance and completion of the acts or obligations will be extended automatically for a reasonable time to accommodate the delay caused by the Force Majeure.

## **SECTION 6. LITIGATION AND DEFENSE OF AGREEMENT; INDEMNITY.**

A. **Litigation.** If, during the term of this Agreement, any lawsuits or proceedings are filed or initiated against either Party before any court, commission, board, bureau, agency, unit of government or sub-unit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of either Party to perform its obligations under, or otherwise to comply with, this Agreement ("***Litigation***"), the Party against which the Litigation is filed or initiated must promptly

deliver a copy of the complaint or charge related thereto to the other Party, and must thereafter keep the other Party fully informed concerning all aspects of the Litigation.

B. **Defense.** The Village and the Developer must use their respective best efforts to defend the validity of this Agreement, and all ordinances and resolutions adopted and agreements executed by such Party pursuant to this Agreement, including every portion thereof and every approval given, and every action taken, pursuant thereto. Each Party will have the right to retain its own independent legal counsel, at its own expense, for any matter. The Village and the Developer agree to reasonably cooperate with each other to carry out the purpose and intent of this Agreement.

C. **No Liability for Village Review.** The Developer acknowledges and agrees that: (1) the Village is not, and will not be, in any way liable for any violations of restrictive covenants applicable to the Property that may occur, or for any damages or injuries that may be sustained, as the result of the Village's review and approval of any plans for the Property, or as a result of the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; and (2) the Village's review and approval of any of the plans and the issuance of any of the approvals, permits, certificates, or acceptances does not, and will not, in any way, be deemed to insure the Developer, or any of its heirs, successors, assigns, tenants, or licensees, or any third party, against restrictive covenant violations or damage or injury of any kind at any time.

D. **Village Procedures.** The Developer acknowledges that notices, meetings, and hearings have been properly given and held by the Village with respect to the approval of this Agreement, and agrees not to challenge any of those actions on the grounds of any procedural infirmity or of any denial of any procedural right.

E. **Indemnity.** The Developer agrees to, and does hereby, hold harmless, defend with counsel of the Village's choosing, and indemnify the Village, the Corporate Authorities, all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all third-party claims that may, at any time, be asserted against any of those parties in connection with (i) the Village's review and approval of any plans, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and development of the Property; (ii) any actions taken by the Village pursuant to this Agreement; (iii) the development, construction, and maintenance of the Property; and (iv) the performance by the Developer of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

F. **Defense Expenses.** The Developer hereby agrees to pay, without protest, all expenses incurred by the Village in defending itself with regard to any and all of the claims identified in Section 6.E of this Agreement. These expenses may include, without limitation: (1) all out-of-pocket expenses, including attorneys' and experts' fees, not to exceed their usual and customary fee rates to the Village; and (2) the reasonable value of any services rendered by any employees of the Village, not to exceed their actual salaries.

## **SECTION 7. TERM.**

This Agreement will be in full force and effect for a period commencing on the Effective Date and through the first to occur of: (a) December 31, 2036; and (b) the thirteenth December 31 after the Commencement Date ("***Term***"); provided, however, that because payments of the Rebate are in arrears, the Village's obligation to make Rebate payments earned by, and owed to, the Developer will survive the expiration of the Term to the extent that the Village has not at that

time received the Sales Taxes Received from which the Rebate payments will be made. During the Term, this Agreement inures to the benefit of and is enforceable by the Developer and the Village, and any of their respective permitted legal representatives, heirs, grantees, successors, and assigns.

## **SECTION 8. RELEASE OF INFORMATION.**

A. **Sales Tax Reports and Data.** The Developer agrees to execute and provide all documentation necessary to cause IDOR to release to the Village the amount of Sales Taxes generated from the Property, including copies of State of Illinois Sales Tax Reports, during each of the Tax Years pursuant to applicable State law. The Developer will submit to the Village an executed IDOR form PTAX 1002-21, or any replacement form therefor, for the Property with a reporting period from the Effective Date through December 31, 2036, or such longer time as needed for the Village to determine the amount of the Sales Taxes Received. The Developer will provide the Village with certified documentation and information establishing the amount of the Sales Taxes upon request from the Village.

B. **Sales Tax Audits and Refunds.** The Developer must timely notify the Village if it initiates any protest or audit of the Sales Taxes remitted from the Property to the State of Illinois, and if the State of Illinois refunds or credits to the Developer any portion of the remitted Sales Taxes as a result of the protest or audit. In the event of such a refund or credit, the Village will be entitled to deduct an amount equal to the refunded or credited amount from subsequent payments of the Rebate made pursuant to this Agreement.

C. **Compliance.** Failure by the Developer to provide the information or materials, or execute and provide the documentation, required by this Section 8 will relieve the Village from performance of any duty or obligation under this Agreement until such time as the Developer has cured such failure.

## **SECTION 9. PAYMENT OF VILLAGE FEES AND COSTS.**

In addition to any other costs, payments, fees, charges, contributions, or dedications specifically required by this Agreement, the Developer must pay to the Village, as and when due, all application, inspection, and permit fees, all other fees, charges, and contributions required by applicable Village codes, ordinances, resolutions, rules, or regulations, and all third-party legal, engineering, and other consulting or administrative fees, costs, and expenses incurred or accrued in connection with the negotiation, preparation, consideration, and review of this Agreement.

## **SECTION 10. ENFORCEMENT.**

A. **Enforcement.** The Parties may, in law or in equity, by suit, action, mandamus, or any other proceeding, including without limitation specific performance, enforce or compel the performance of this Agreement; provided, however, that the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village, or any past, present, or future director, elected or appointed officer, official, agent, representative, employee, or attorney, of the Village on account of the negotiation, execution, performance, or breach of this Agreement. In addition to every other remedy permitted by law for the enforcement of the terms of this Agreement, the Village will be entitled to withhold the issuance of building permits or certificates of occupancy for any and all buildings and structures within the Property at any time when the Developer has failed or refused to meet fully any of its obligations under this Agreement. In the event of a judicial proceeding brought by one Party to this Agreement

against the other Party to this Agreement pursuant to this Section, the prevailing Party will be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the judicial proceeding.

B. **Notice and Cure.** Neither Party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to Section 10.A of this Agreement without first providing written notice to the other Party of the breach or alleged breach and allowing 15 days to cure the breach or alleged breach. If the breach cannot be cured within the 15-day period ("**Time for Cure**"), then the Time for Cure will be extended accordingly, provided that the notified Party has promptly commenced to cure the breach within the Time for Cure and continued to prosecute the cure of the breach with diligence, but in no event will the Time for Cure exceed 30 days from the date of the written notice.

#### **SECTION 11. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.**

A. **Obligations.** The Parties agree that all charges payable pursuant to this Agreement, together with interest and costs of collection, including attorneys' fees, constitute both the personal obligation of the Party liable for its payment, and the successors of that Party.

B. **Binding Effect.** The Developer acknowledges and agrees that this Agreement is binding upon the Developer, and any and all of its heirs, successors, permitted assigns, and successor owners of all or any portion of the Dealership, or the Property.

C. **Assignments.** It is the express intent of the Parties that all of the rights and privileges granted herein are for the sole and exclusive benefit of the Developer for development and operation of the Dealership. Accordingly, notwithstanding any provision of this Agreement, in the event that the Developer does, or attempts to, voluntarily or involuntarily transfer its interest in the Dealership, or the Property, in whole or in part, without the prior consent of the Corporate Authorities, which consent may be granted or denied in the sole and absolute discretion of the Corporate Authorities, this Agreement, and all of the rights and privileges granted herein, will, at the option of the Village, become null and void and be of no force or effect.

D. **Survival.** The Developer's obligations in Sections 6 and 9 of this Agreement will survive and continue even if this Agreement is on longer in effect.

#### **SECTION 12. REPRESENTATIONS AND WARRANTIES.**

In order to induce the Village to enter into this agreement and to adopt the ordinances and grant the rights herein provided for, the Developer hereby warrants and represents to the Village as follows:

A. The Developer is a duly organized, validly existing Illinois corporation in good standing under the laws of, and authorized to conduct business in, the State of Illinois.

B. The Developer has the corporate authority and the legal right to make, deliver, execute, and perform this Agreement and has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

C. All necessary consents of any board of directors, shareholders, creditors, investors, partners, judicial, or administrative bodies, governmental authorities, or other parties



including specifically, but without limitation, all parties with ownership or security interests in the Property regarding the execution and delivery of this Agreement have been obtained.

D. The consent or authorization of, filing with, or other act by or in respect of any governmental authority (other than the Village) is not required in connection with the execution, delivery, performance, validity, or enforceability of this Agreement.

E. The individuals executing this Agreement on behalf of the Developer have the power and authority to execute and deliver this Agreement on behalf of the Developer.

F. The execution, delivery, and performance of this Agreement: (i) is not prohibited by any Requirement of Law or under any contractual obligation of the Developer; (ii) will not result in a breach or default under any agreement to which the Developer is a Party or to which the Developer, in whole or in part, is bound; and (iii) will not violate any restriction, court order, or agreement to which the Developer, or the Property, in whole or in part, is or are subject.

**SECTION 13. GENERAL PROVISIONS.**

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements and negotiations between the Parties, whether written or oral, relating to the subject matter of this Agreement.

B. **Amendments and Modifications.** No amendment or modification to this Agreement will be effective until it is reduced to writing and approved and executed by all Parties in accordance with all applicable statutory procedures.

C. **Notices.** Any notice, communication, or demand required or permitted to be given under this Agreement must be in writing and must be delivered: (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices will be deemed received after the first to occur of: (a) the date of actual receipt, or (b) the date that is one business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (c) the date that is three business days after deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each Party to this Agreement has the right to change the address or the addressee, or both, for all future notices and communications to them, but no notice of a change of addressee or address will be effective until actually received.

Notices and communications to the Village must be addressed to, and delivered at, the following address:

Village of Oak Lawn  
9446 Raymond Avenue  
Oak Lawn, Illinois 60453  
Attention: Village President

With copies to: Village of Oak Lawn  
9446 Raymond Avenue  
Oak Lawn, Illinois 60453  
Attention: Village Manager

And: Elrod Friedman LLP  
325 North LaSalle Street, Suite 450  
Chicago, Illinois 60654  
Attention: Gregory T. Smith

Notices and communications to the Developer must be addressed to, and delivered at, the following address:

Kelly Nissan, Inc.  
4300 West 95th Street  
Oak Lawn, Illinois 60453  
Attention: Arthur W. Kelly

With a copy to:

Sosin Arnold & Schoenbeck, Ltd.  
9501 W. 144<sup>th</sup> Pl, Suite, 205  
Orland Park, IL 60462  
Attention: George J. Arnold

D. **Governing Law; Venue.** This Agreement is to be governed by, and enforced in accordance with, the laws, but not the conflict of laws rules, of the State of Illinois. This Agreement has been made and delivered in Cook County, Illinois. Therefore, any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois, District 1 in Chicago. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

E. **Interpretation.** This Agreement is to be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement is to be construed as though all Parties participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party is not applicable to this Agreement.

F. **Change in Laws.** Except as otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations of any kind includes the laws, ordinances, rules, or regulations of any kind as they may be amended or modified from time to time hereafter.

G. **Headings.** The headings, titles, and captions in this Agreement are only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

H. **Time of Essence.** Time is of the essence in the performance of this Agreement.

I. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, no claim as a third party beneficiary under this Agreement by any person, firm, or corporation may be made or will be valid against the Village or the Developer.

J. **Severability.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired, or invalidated.

K. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” means calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

L. **Exhibits. Exhibit A** is attached to this Agreement, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement will control.

M. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when executed, is to be deemed to be an original, but all of which together constitute one and the same instrument.

N. **Waiver.** Neither the Village nor the Developer are or will be under any obligation to exercise any of the rights granted to them in this Agreement except as it may determine to be in its best interest from time to time. The failure of the Village or the Developer to exercise at any time any of those rights is not to be deemed or construed as a waiver of that right, nor will the failure void or affect the Village’s or the Developer’s right, as the case may be, to enforce those rights or any other rights.

O. **Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement are cumulative and are not exclusive of any other rights, remedies, and benefits allowed by law.

P. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any Party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent must be in writing.

Q. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

R. **Village Authority to Execute.** The Village hereby warrants and represents to the Developer that the persons executing this Agreement on its behalf have been properly authorized to do so by the Corporate Authorities.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**VILLAGE:**

ATTEST:

**VILLAGE OF OAK LAWN**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President

**DEVELOPER:**

**KELLY NISSAN, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS

This instrument was acknowledged before me on \_\_\_\_\_, 2023 by Terry Vorderer, the President of the **VILLAGE OF OAK LAWN**, an Illinois municipal corporation, and by Claire Henning, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

STATE OF ILLINOIS            )  
  )  
COUNTY OF \_\_\_\_\_ )        SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of **KELLY NISSAN, INC.**, an Illinois corporation, personally known to me to be the \_\_\_\_\_ of said corporation, appeared before me this day in person and acknowledged that as such \_\_\_\_\_, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

[LEGAL DESCRIPTION]

P.I.N.:

Commonly known as 4300 West 95th Street, Oak Lawn, Illinois



THE VILLAGE OF  
**OAK LAWN**

**VILLAGE OF OAK LAWN**  
**Board of Trustees Meeting**  
**AGENDA ITEM SUBMISSION SHEET**

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Meeting Date: September 12, 2023

Agenda Item Number: \_\_\_\_\_

(Clerk's Office will insert)

Department: Public Works

Staff Contact: Bill Meyer

Staff Contact email/phone number: [wmeyer@oaklawn-il.gov](mailto:wmeyer@oaklawn-il.gov) 708-499-7749

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**SUMMARY:** The Village of Oak Lawn Department of Public Works respectfully requests BOT approval to engage Christopher Burke Engineering for Professional Design Engineering Services for 2024 Street Program totaling **\$435,000**. The funding of the engineering and construction costs will be from a combination of Motor Fuel Tax revenue and proceeds from the 2022 General Obligation Bond offering. The 2024 Road Resurfacing Program budget estimate is \$3,166,355.95 with the ability to increase to \$5.3m in total spending. This Road Resurfacing Program will focus on streets that are in the most critical need according to recent Christopher Burke Engineering study.

**BACKGROUND:** Each year the Village of Oak Lawn Public Works Department requests BOT approval of the upcoming year's Street Resurfacing Program. The streets targeted for resurfacing have been identified by a recent study done by Christopher Burke Engineering which assessed the quality of all Oak Lawn Streets.

**RECOMMENDATION:** Unanimous Approval

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**VILLAGE MANAGER APPROVAL FOR AGENDA:** \_\_\_\_\_

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

August 10, 2023

Village of Oak Lawn  
9446 Raymond Avenue  
Oak Lawn, IL 60453-2449

Attention: William Meyer – Director of Public Works

Subject: Proposal for Professional Design Engineering Services  
2024 Street Program

Dear Mr. Meyer:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional design and construction engineering services for the subject project. This proposal includes our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the Village of Oak Lawn would like to complete a second phase of streets in the 2024 Street Program with Full Depth Resurfacing. This would include Full Depth Resurfacing based on the Village Wide Pavement Study dated February 8, 2021, and cores previously taken. It is our understanding this project would be let locally using a combination of Village, CDBG, RBI (if needed) and MFT Funds. Also, CBBEL will work with the Village to bid the project with a base and alternatives to provide the Village the most flexibility for award to the lowest responsible contractor based on the Village’s funding. The following streets would be included in the program.

CBBEL will utilize the previously completed cores for the typical sections as shown by the cores taken in the Summer of 2021. Existing pavement thicknesses vary from 4” to 13.5”.

Proposed pavement rehab for Full Depth (FD) with a typical section of 2.5” to 4.25” of HMA Binder Course and 2” of HMA Surface Course. Also, this includes structure adjustments, curb spot repair and sidewalk spot repair.

**BASE BID**

No.	Street Name	From	To	Approx. Length (FT)	Width	Proposed Rehabilitation	PCI Value
1	CRESCENT CT	91 <sup>ST</sup> STREET	92 <sup>ND</sup> STREET	850	31	FULL DEPTH	5
2	92 <sup>ND</sup> STREET	CRECENT CT	RIDGELAND AVE	510	28	FULL DEPTH	5
3	NATCHEZ AVE	93 <sup>RD</sup> STREET	93 <sup>RD</sup> PLACE	285	34	FULL DEPTH	5
4	93 <sup>RD</sup> PLACE	NATCHEZ	RIDGELAND AVE	650	34	FULL DEPTH	5
5	91 <sup>ST</sup> STREET	OAK PARK AVE	CRECENT COURT	2,125	37	FULL DEPTH	5
6	91 <sup>ST</sup> STREET	AUSTIN	MENARD	1,300	37	FULL DEPTH	5
7	MAYFIELD	87 <sup>TH</sup> STREET	89 <sup>TH</sup> STREET	1,240	29	FULL DEPTH	5
8	91 <sup>ST</sup> STREET	CENTRAL AVE	53 <sup>RD</sup> COURT	1,600	30	FULL DEPTH	5

9	96 <sup>TH</sup> STREET	54 <sup>TH</sup> AVE	53 <sup>RD</sup> AVE	625	28	FULL DEPTH	5
10	YOURELL AVE	52 <sup>ND</sup> AVE	53 <sup>RD</sup> AVE	730	29	FULL DEPTH	5
11	51 <sup>ST</sup> AVE	96 <sup>TH</sup> AVE	NORTH TO CUL DE SAC	400	29	FULL DEPTH	5
12	98 <sup>TH</sup> STREET	KOSTNER	KEELER AVE	1,300	28	FULL DEPTH	5
13	COOK AVE	107 <sup>TH</sup> STREET	TOMCIN TR	1,025	37	FULL DEPTH	5
14	96 <sup>TH</sup> PLACE	49 <sup>TH</sup> AVE	CICERO AVE	600	26	FULL DEPTH	5
15	NASHVILLE AVE	91 <sup>ST</sup> STREET	92 <sup>ND</sup> STREET	850	32	FULL DEPTH	5
16	MELIVINA AVE	96 <sup>TH</sup> STREET	SW HWY	850	32	FULL DEPTH	5
	PATCHING LOCATIONS						
<b>BD</b>			<b>BASE BID TOTAL</b>	<b>14,940</b>			

### **ALTERNATE 1**

No.	Street Name	From	To	Approx. Length (FT)	Width	Proposed Rehabilitation	PCI Value
17	BUELL CT	OAK CENTER DR	103RD ST	950	24	FULL DEPTH	5
18	PARKSIDE AVE	97TH ST	EDISON AVE	485	29	TBD	5
19	102ND ST	BUELL CT	52ND AVE	1,525	26	TBD	5
20	NATOMA AVE	89TH PLACE	91ST ST	1,075	30	FULL DEPTH	5
21	OTTO PLACE	55TH AVE	55TH CT	375	29	FULL DEPTH	5
22	KENTON AVE	92ND ST	SW HWY	125	32	FULL DEPTH	5
			<b>ALTERNATE 1 TOTAL</b>	<b>4,535</b>			

### **ALTERNATE 2**

No.	Street Name	From	To	Approx. Length (FT)	Width	Proposed Rehabilitation	PCI Value
23	90TH PLACE	RIDGELAND AVE	MELVINA AVE	1,270	30	FULL DEPTH	5
24	WEST SHORE DR	EDISON AVE	95TH ST	1,910	23	FULL DEPTH	5
25	EDISON AVE	CENTRAL AVE	WEST SHORE DR	200	26	FULL DEPTH	5
26	RUBY ST	RAYMOND AVE	52ND ST	550	29	FULL DEPTH	5
			<b>ALTERNATE 2 TOTAL</b>	<b>3,930</b>			
			<b>PROJECT TOTAL</b>	<b>23,405</b>			

## **SCOPE OF SERVICES**

### **I. DESIGN**

**Task 1 – Field Reconnaissance:** CBBEL Construction Staff will perform a Field Reconnaissance of the streets to be reconstructed and ADA corners to be upgraded. The purpose of the Field Reconnaissance will be to determine the project limits and preliminary quantities. The results of the Field Reconnaissance will be used to prepare the plans, will be reviewed with the Engineering Department of Public Services, and compared to previous estimates to determine their impact on the estimated construction cost.

**Task 2– Geotechnical Services:** Three (3) pavement cores on 93<sup>rd</sup> Street (S. Oak Park Ave. and Nashville) and one (1) Sproat (87<sup>th</sup> to 90<sup>th</sup>) to determine the existing pavement thickness. The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

**Task 3 – Plans, Specifications, and Estimates:** CBBEL will prepare Plans, Specifications and Estimates for bidding purposes. Plan sheets will be prepared at a 1"=20' scale. We anticipate the plan set to include the following:

Sheet Name	Sheet	Hour/Sheet	Hours
Cover Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	16	16
Typical Sections	2	10	20
Existing Conditions/Removal-Full Depth Resurfacing	25	8	200
Proposed Resurfacing Streets Full Depth Resurfacing	25	8	200
ADA Ramps	10	16	160
Construction Details	2	10	20
Specifications			20
Cost Estimates			30
<b>TOTAL</b>	<b>67</b>		<b>682</b>

In addition, CBBEL will develop special provisions and estimates of cost and working days. The special provisions will be based on IDOT Standard Pay Items and Specifications. Plans and specifications will be prepared in accordance with Village guidelines. The plans, specifications, and estimates will be submitted for review to the Village and IDOT.

**Task 4 – Permit Submittals**

All permits will be submitted in a timely manner to keep the project on schedule.

**Task 4.1 – CCDOTH Permit:**

The proposed improvements will require a permit submittal to CCDOTH for a construction permit.

- 87<sup>th</sup> Street
- Central Avenue

**Task 4.2 - IDOT Permit:**

The proposed improvements will require a permit submittal to IDOT for a construction permit.

- Cicero Avenue

**Task 5 – Coordination Meetings with Village and/or Residents:** CBBEL has assumed that three coordination/ review meetings will be required with the Village and/or residents.

## **II. BIDDING**

**Task 6 – Pre-Bid Meeting:** CBBEL will field bidder questions and requests for clarification during the bidding and at the mandatory pre-bid meeting. Based on these questions and requests, CBBEL will prepare and distribute addenda as necessary to respond to the questions presented.

**Task 7 – Bidding Assistance:** CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work. Following this review, CBBEL will provide a recommendation to the Village for award of the construction contracts.

**Task 8 – Contract Administration Assistance:** CBBEL will assist the Village in the preparation of compiling six (6) copies of contracts and execution of the contracts and review of contract related documents provided by the successful bidder.

## **III. CONSTRUCTION PHASE SERVICES**

### **Task 9 – Pre-Construction Services:**

1. Attend a pre-construction conference with the contractor, Village, and other parties to discuss goals, objectives, and issues of the project. CBBEL shall prepare a project contact list, including 24-hour emergency numbers, for distribution with the meeting minutes.
2. Conduct utility coordination meetings, as required, to monitor and verify the progress of utility relocations being completed by others.
3. Obtain and distribute all permits issued for the construction of the project.
4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work. Review the construction schedule submitted by the contractor for compliance with the contract. CBBEL will review it in relation to the notes found on the Construction Staging and Sequencing Plan sheets in the plan set. If the Contractor chooses an alternate staging and sequencing (as allowed), CBBEL will review the constructability of their plan to ensure that the work is being completed in a logical sequence.
5. CBBEL shall document all existing conditions with digital photographs and videotapes to ensure that all disrupted areas have been restored per the plan or existing conditions.
6. Review the plans and specifications for potential conflicts or problems, so that solutions can be developed prior to construction.
7. Review the Inspector's Checklists provided through IDOT for contract line items.
8. Prepare project files, Quantity, and IDR books.

**Task 10 – Construction Observation:** This assumes 10 hours/day for 1 full time resident engineer and 1 part time construction inspector as necessary.

Layout Verification and/or Construction Layout

1. Verify initial geometric controls.
2. If the contractor is responsible for construction staking, perform periodic measurements to assure the contractor's construction staking and construction layout is accurate per plans.

Construction Observation

1. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. CBBEL shall keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work and reject all work failing to conform to the Contract Documents.
2. Provide on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer and Inspector (if necessary), who shall:
  - Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
  - Be present whenever the contractor is performing work on-site.
  - Cooperate with the contractor in dealing with the various local agencies and utility companies having jurisdiction over the project to facilitate completion of service connections to public utilities and facilities.
  - Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers. Attend all construction conferences. Arrange a schedule of weekly progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
  - Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls 14 calendar days behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. The contractor is required to submit a revised schedule for approval prior to further payments being made.
  - Maintain orderly files of correspondence, reports of job meetings, shop drawings and other submissions, RFI responses, original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract.
  - Prepare any RFC's needed as construction proceeds. Once the contractor submits a proposal, assist the Village in their review and provide a recommendation.

3. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
4. Except upon written instruction of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
5. Alert the Contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the Village when it is necessary to disapprove work as failing to conform to the Contract Documents.
6. Discuss the truck routes with the Contractor and monitor that the identified routes are being used.
7. All CBBEL personnel and their sub-consultants will comply with the Village's current safety guidelines.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

#### Construction Documentation

1. Keep an inspector's daily report book and project diary in the Village's format, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials, as outlined in IDOT's Construction Manual. Additionally, prepare photo documentation of construction to be submitted in both hard and digital formatting.
2. Prepare payment requisitions and change orders. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village. Maintain a Change Management Plan logging all decisions and approved changes of scope and budget.
3. Schedule any material testing through the Village's Consultant at the frequency required by IDOT's QC/QA provisions. Also, obtain and document all material Inspection received from the Contractor as outlined in the Project Procedures Guide of IDOT's Construction Manual.
4. Prepare a monthly written update to the Village summarizing the Project status, costs and schedule.
5. Review and coordinate response to any RFI from the Contractor in a timely manner and maintain a separate file for each request.

#### Resident Concerns Coordination

The Resident Engineer will be responsible for verifying that the Contractor makes the public aware of the construction activities, as required. This will include, but not be limited to, advance notification of construction start, access limitations, and disruption

of driveway access. The RE will also be available throughout the construction project to address any questions or concerns area residents and/or businesses may have. Our policy is to respond to all questions or concerns within one business day.

**Task 11 – Quality Assurance Testing:** Testing Service Corporation (TSC) will provide QA testing in accordance with IDOT’s QC/QA Procedures outlined in the IDOT Constructions Manual. They will be scheduled directly through the Resident Engineer.

**Task 12 – Post-Construction:**

1. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
2. Conduct final inspection with the Village and prepare a final list of items to be corrected.
3. Verify that all items on the final list have been corrected and make recommendations to the Village concerning acceptance.
4. Prepare final pay estimate and change order for the Village’s approval.
5. Verify all necessary material inspection information has been received and documented.
6. Submit the job box to the Village with all pertinent project information.

**ESTIMATE OF FEE**

CBBEL estimates the following fees for each of the tasks described above:

<b>I. DESIGN</b>	<b>Total</b>
Task 1 – Field Reconnaissance	\$ 20,000
Task 2 – Geotechnical Services	\$ 9,000
Task 3 – Plans, Specifications, and Estimates	\$ 80,000
Task 4 – Permit Submittals	\$ 2,500
Task 5 – Coordination Meetings with Village and/or Residents	\$ 5,000
<b>1. Design Subtotal</b>	<b>\$116,500</b>
<b>II. BIDDING</b>	
Task 6 – Pre-Bid Meeting	\$ 2,000
Task 7 – Bidding Assistance	\$ 1,500
Task 8 – Contract Administration Assistance	\$ 1,000
<b>2. Bidding Subtotal</b>	<b>\$ 4,500</b>
<b>III. CONSTRUCTION PHASE SERVICES</b>	
Task 9 – Pre-Construction Services	\$ 9,000
Task 10 – Construction Observation	\$265,000
Task 11 – Quality Assurance Testing	\$ 16,000
Task 12 – Post Construction	\$ 17,000
Direct Costs	\$ 7,000
<b>3. Construction Phase Services Subtotal</b>	<b>\$314,000</b>
<b>TOTAL</b>	<b>\$435,000</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

  
Michael E. Kerr, PE  
President

THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR THE VILLAGE OF OAK LAWN:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

LMF/mj  
N:\PROPOSALS\ADMIN\2023\Oak Lawn 2024 Street Program.081023.doc



**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are



specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



# VILLAGE OF OAK LAWN

## Board of Trustees Meeting

### AGENDA ITEM SUBMISSION SHEET

Meeting Date: September 12, 2023

Agenda Item Number:  
(Clerk's Office will insert)

Department: IT

Staff Contact: Ray Gaida

Staff Contact email/phone number: [rgaida@oaklawn-il.gov](mailto:rgaida@oaklawn-il.gov) 708-499-7097

#### SUMMARY

Village Management is seeking approval to purchase security cameras and related equipment plus installation services from AIS, All Information Services, Inc, to install at the Patriot Station Parking Tower. Management is seeking two specific requests for this purchase.

- Waiver on the need to Bid for the purchase and installation of Security Cameras at the Patriot Station Parking Tower.
- Approve the hardware and installation quotes to purchase the cameras and peripheral equipment, plus installation services from AIS.

The current security cameras installed in the Patriot Station Parking Tower are out of date and do not provide the reliability and video coverage needed ensure the safety of people and property using the Garage. AIS is current Village Vendor who provides dependable equipment and service. AIS provided the following quotes for the cameras and installation.

Equipment: \$153,681

Installation: \$35,665

Total \$189,346

Management is seeking a bid wavier since the AIS recommended camera, Verkada, integrates tightly with OLPD's Fusus implementation, plus AIS is adding a PTZ camera that OLPD can remotely pan and zoom at the topmost level of the tower. Additionally, the recommended 10-year license provides the Village with redundant cloud access to the camera and associated video stream, and full camera replacement if there is an issue at any time during the term. AIS is currently a preferred vendor for many of our OLPD projects. Finally, AIS is offering significant discount over retail pricing. For example.

- The base camera MSRP is \$1,199. In 2022, a budgetary estimate was requested, and AIS quoted a cost of \$1,079. The current quote shows the camera at \$849. That is an approximate discount of 30% over MSRP.
- The 10-year license on cameras MSRP is \$1,799. In 2022, a budgetary estimate was requested, and AIS quoted a cost of \$1,619. The current quote shows the license at \$1,279. That is an approximate discount of 30% over MSRP.

**RECOMMENDATION**

Due to its recent history as a reliable Village Vendor and reduced pricing Village Management is recommending waiving the BID process and accepting AIS quote for hardware and installation.

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**THE VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NO. 23-\_\_-\_\_**

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**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE  
PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND RELATED  
EQUIPMENT BY ALL INFORMATION SYSTEMS, INC. AT THE PATRIOT STATION  
PARKING TOWER FOR A TOTAL PRICE NOT TO EXCEED \$189,346.00**

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**TERRY VORDERER, President  
CLAIRE HENNING, Village Clerk**

**TIM DESMOND  
ALEX G. OLEJNICZAK  
PAUL MALLO  
JAMIE PEMBROKE  
WILLIAM R. STALKER  
RALPH SOCH  
Board of Trustees**

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**VILLAGE OF OAK LAWN  
COOK COUNTY, ILLINOIS**

**RESOLUTION NO. 23- -**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE  
PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND RELATED  
EQUIPMENT BY ALL INFORMATION SYSTEMS, INC. AT THE PATRIOT STATION  
PARKING TOWER FOR A TOTAL PRICE NOT TO EXCEED \$189,346.00**

**WHEREAS**, the Village of Oak Lawn (the "Village") is a home rule municipality, having all of the powers and authority granted to such municipalities pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, the current security cameras installed at the Oak Lawn Patriot Station Parking Tower are out of date and do not provide the reliability and video coverage needed to ensure the safety of persons utilizing the parking garage and their property; and

**WHEREAS**, All Information Systems, Inc. ("AIS") is a current Village Vendor who provides dependable equipment and service, and can provide Verkada cameras that will integrate with the Oak Lawn Police Department's Fusus Implementation, as well as a PTZ camera that the Oak Lawn Police Department can access remotely to pan and zoom at the topmost level of the parking garage; and

**WHEREAS**, the Village desires to waive competitive bidding and approve the proposal from AIS to provide necessary cameras and related equipment and installation services, for a total price not to exceed One Hundred Eighty-Nine Thousand, Three Hundred Forty-Six and no/100 Dollars (\$189,346.00) (which is, approximately, a 30% discount off the manufacturer's suggested retail pricing of the equipment), in accordance with the proposal attached hereto as **Exhibit A** (the "Proposal"); and

**WHEREAS**, the Village may waive competitive bidding by a two-thirds vote of the Board of Trustees pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1) and Section 1-11-5 (Contracts and Purchases) of the Oak Lawn Village Code; and

**WHEREAS**, the Village President and Board of Trustees believe and hereby declare that it is in the best interests of the Village to waive competitive bidding and approve the proposal attached hereto as **Exhibit A** and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION ONE:** Recitals Incorporated. Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution as if fully set forth herein.

**SECTION TWO:** Proposal Approved. The President and Board of Trustees waive the competitive bidding requirements and approve the Proposal from AIS to provide necessary cameras and related equipment and installation services, for a total price not to exceed One Hundred Eighty-Nine Thousand, Three Hundred Forty-Six and no/100 Dollars (\$189,346.00), in accordance with the Proposal attached hereto as **Exhibit A.** The Village President, Village Clerk and/or Village Manager are hereby authorized to execute said Proposal, subject to review and revision as to form by the Village Attorney.

**SECTION THREE:** Any policy, resolution or ordinance of the Village that conflicts with the provisions of this Resolution shall be and hereby is repealed to the extent of such conflict.

**SECTION FOUR:** This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 12<sup>th</sup> day of September, 2023, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this 12<sup>th</sup> day of September, 2023, and attested by the Village Clerk on the same day.

\_\_\_\_\_  
Village President

**ATTEST:**

\_\_\_\_\_  
Village Clerk



**EXHIBIT A**  
**PROPOSAL**  
**(ATTACHED)**



# Quote

Quote Number: 30385

Internal PO: AIS-30385

Payment Terms:  
Expiration Date: 09/30/2023

## Quote Prepared For

**Ray Gaida**  
**Oak Lawn Police Department**  
 9466 Raymond Ave  
 Oak Lawn, IL 60453  
 United States  
 Phone:708-422-8292  
 rgaida@oaklawn-il.gov

## Quote Prepared By

**John Spencer**  
**All Information Services, Inc**  
 1815 S Meyers Road, Suite 820  
 Oakbrook Terrace, IL 60181  
 United States  
 Phone:6306138606  
 Fax:708-469-2559  
[jspencer@aislabs.com](mailto:jspencer@aislabs.com)

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
<b>One-Time Items</b>					
1)	62	CD42-E 256 MSRP 1199.00 CD42-E 256 MSRP 1199.00	\$849.00	\$849.00	\$52,638.00
2)	3	CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max CB62-TE Outdoor Bullet Camera, 512GB, 30 Days Max	\$1,355.00	\$1,355.00	\$4,065.00
3)	2	CP52-512E-HW CP52 Outdoor PTZ Camera, 512GB, 30 Days Max MSRP \$3699.00	\$2,629.00	\$2,629.00	\$5,258.00
4)	1	CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max CF81-E Outdoor Fisheye Camera, 512GB, 30 Days Max	\$1,425.00	\$1,425.00	\$1,425.00
5)	68	10 Year Camera License MSRP \$1,799.00 10 Year Camera License MSRP \$1,799.00	\$1,279.00	\$1,279.00	\$86,972.00
6)	13	L-Bracket Mount - MSRP \$129.00	\$91.00	\$91.00	\$1,183.00
7)	2	ACC-POE-60W PoE++ (802.3bt-2018) Injector, GigE	\$105.00	\$105.00	\$210.00
8)	2	Large Arm Mount (PTZ) ACC-MNT-XLARM-1	\$113.00	\$113.00	\$226.00
9)	1	Angle Mount- MSRP \$149.00 Mounts fisheye and dome cameras 30 degrees from wall for improved field of view. Compatible with Dome Series, Fisheye Series, D30, D50 and ACC-MNT-4	\$109.00	\$109.00	\$109.00

Quote#: 30385:Oak Lawn Police Department:Oak Lawn Parking Structure Hardware-T20230830.0094:09/05/2023



# Quote

Quote Number: 30385

Internal PO: AIS-30385

Payment Terms:  
Expiration Date: 09/30/2023

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
10)	1	Corner Mount Versatile bracket for mounting a range of accessories and cameras on corners.	\$145.00	\$145.00	\$145.00
11)	1	Shipping Shipping and Handling	\$1,450.00	\$1,450.00	\$1,450.00
				<b>One-Time Total</b>	<b>\$153,681.00</b>
				<b>Subtotal</b>	<b>\$153,681.00</b>
				<b>Total Taxes</b>	<b>\$0.00</b>
				<b>Total</b>	<b>\$153,681.00</b>

To approve this quote/proposal and the scope of work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact [billing@aislabs.com](mailto:billing@aislabs.com) for alternate forms of payment.

**TERMS & CONDITIONS:** All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which is out of scope and not listed in this scope will be executed, procured and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

**BILLING:** Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or past history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT.' Any labor that is marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

**FINANCING:** AIS does provide Fair-Market-Value and \$1 buy out financing. Please reach out to your AIS representative if you wish to explore these options.

Authorizing Name: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client PO (Optional): \_\_\_\_\_

Required Down-Payment:

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF COOK        )

**CLERK'S CERTIFICATE**

I, Claire Henning, Village Clerk of the Village of Oak Lawn, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. 23-0 -**

**A RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS AND RELATED EQUIPMENT BY ALL INFORMATION SYSTEMS, INC. AT THE PATRIOT STATION PARKING TOWER FOR A TOTAL PRICE NOT TO EXCEED \$189,346.00**

which Resolution was passed by the Board of Trustees of the Village of Oak Lawn at a Regular Village Board Meeting on the 12<sup>th</sup> day of September, 2023, at which meeting a quorum was present, and approved by the President of the Village of Oak Lawn on the 12<sup>th</sup> day of September, 2023.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Oak Lawn was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Oak Lawn, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Oak Lawn, this 12<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Claire Henning, Village Clerk

[SEAL]

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**THE VILLAGE OF OAK LAWN**  
**Cook County, Illinois**

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**MAYORAL PROCLAMATION**  
**NO.**

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**MAYORAL PROCLAMATION FOR PAYROLL WEEK**

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**TERRY VORDERER, President**  
**CLAIRE HENNING, Village Clerk**

**TIM DESMOND**  
**ALEX G. OLEJNICZAK**  
**PAUL MALLO**  
**JAMIE PEMBROKE**  
**WILLIAM R. STALKER**  
**RALPH SOCH**  
**Board of Trustees**

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**VILLAGE OF OAK LAWN**  
Cook County, Illinois

**MAYORAL PROCLAMATION NO.**

**MAYORAL PROCLAMATION FOR PAYROLL WEEK**

**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Oak Lawn, Cook County, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

**WHEREAS**, the American Payroll Association and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

**WHEREAS**, payroll professionals in the Village of Oak Lawn play a key role in maintaining the economic health of the Village, carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

**WHEREAS**, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

**WHEREAS**, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

**WHEREAS**, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

**WHEREAS**, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

**WHEREAS**, the week in which Labor Day falls has been proclaimed National Payroll Week, and as additional support to the efforts of the people who work in the Village of Oak Lawn and of the payroll profession by proclaiming the first full week of September Payroll Week for this Village.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE VILLAGE PRESIDENT OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, STATES AS FOLLOWS:**

SECTION 1: The week in which Labor Day falls shall be designated as Payroll Week.

SECTION 2: This MAYORAL PROCLAMATION shall be in full force and effect as of September 12, 2023.

PASSED THIS 12<sup>th</sup> day of September, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS.

CERTIFICATE

I, CLAIRE HENNING, Village Clerk of the Village of Oak Lawn, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of MAYORAL PROCLAMATION No., “MAYORAL PROCLAMATION FOR PAYROLL WEEK” which was adopted by the President of the Village of Oak Lawn on this 12<sup>th</sup> day of September 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Lawn this 12<sup>th</sup> day of September 2023.

\_\_\_\_\_  
CLAIRE HENNING, VILLAGE CLERK



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**THE VILLAGE OF OAK LAWN**  
**Cook County, Illinois**

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**MAYORAL PROCLAMATION**

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**A PROCLAMATION OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS,  
PROCLAIMING SEPTEMBER 2023 AS OVARIAN CANCER AWARENESS MONTH  
IN OAK LAWN**

**TERRY VORDERER, President**  
**CLAIRE HENNING, Village Clerk**

**TIM DESMOND**  
**ALEX G. OLEJNICZAK**  
**PAUL MALLO**  
**JAMIE PEMBROKE**  
**WILLIAM R. STALKER**  
**THOMAS E. PHELAN**  
**Board of Trustees**

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**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Oak Lawn, Cook County, Illinois (the “Village”), with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to issue Village Proclamations; and

**WHEREAS**, the American Cancer Society confirms that ovarian cancer is the leading cause of death in women-more than any other cancer of the female reproductive system-with over 21,000 detections and approximately 14,000 deaths each year; and

**WHEREAS**, typically women who are middle aged or older, who have a family history of ovarian or breast cancer or have had certain cancers in the past, are at an increased risk of developing ovarian cancer; and

**WHEREAS**, in cases where ovarian cancer is found and treated in earlier stages, the 5-year survival rate is approximately 90%, with early detection and treatment often meaning the difference between life and death; and

**WHEREAS**, because ovarian cancer often goes undetected until advanced stages, increasing awareness of risk factors is critical to fighting this disease; and

**WHEREAS**, it is absolutely essential that women know the risk factors associated with the disease, so this public awareness campaign strives to increase knowledge about this disease in recognition of the fact that the best defense against ovarian cancer is early detection; and

**WHEREAS**, the month of September is dedicated to bolstering ovarian cancer prevention and awareness and taking action to lessen the tragic toll this devastating disease takes on families across our country while we honor those we have lost and continue to show our support for women who courageously fight on.

**NOW, THEREFORE, I, TERRY VORDERER, MAYOR OF THE VILLAGE OF OAK LAWN, do hereby proclaim September 2023 to be OVARIAN CANCER AWARENESS MONTH IN OAK LAWN and urge all residents to educate themselves on all information and preventive efforts in the fight to treat and eventually eradicate this disease.**

PROCLAIMED THIS 12<sup>th</sup> day of September, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS.

CERTIFICATE

I, CLAIRE HENNING, Village Clerk of the Village of Oak Lawn, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of “A PROCLAMATION OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, PROCLAIMING SEPTEMBER 2022 AS OVARIAN CANCER AWARENESS MONTH IN OAK LAWN” which was approved by the President of the Village of Oak Lawn on September 11th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Lawn this 12th day of September, 2023.

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CLAIRE HENNING, VILLAGE CLERK

[Imprint Village Seal]

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**THE VILLAGE OF OAK LAWN**  
**Cook County, Illinois**

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**MAYORAL PROCLAMATION NO.**

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**A PROCLAMATION OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS,  
PROCLAIMING THE WEEK OF SEPTEMBER 17<sup>th</sup> THROUGH SEPTEMBER 23<sup>rd</sup>, 2023  
AS CONSTITUTION WEEK IN OAK LAWN**

**TERRY VORDERER, President**  
**CLAIRE HENNING, Village Clerk**

**TIM DESMOND**  
**ALEX G. OLEJNICZAK**  
**PAUL MALLO**  
**JAMIE PEMBROKE**  
**WILLIAM R. STALKER**  
**RALPH SOCH**  
**Board of Trustees**

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**WHEREAS**, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Oak Lawn, Cook County, Illinois (the “Village”), with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to issue Village Proclamations; and

**WHEREAS**, it is the privilege and duty of the American people to commemorate September 17, 2023, as the two hundred thirty-sixth anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and articles; and

**WHEREAS**, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through September 23<sup>rd</sup> as Constitution Week; and

**NOW, THEREFORE, I, TERRY VORDERER**, by virtue of the authority vested in me as MAYOR of the VILLAGE of OAK LAWN, COOK COUNTY, ILLINOIS, do hereby proclaim the week of September 17<sup>th</sup> through September 23<sup>rd</sup>, 2023 as

## **CONSTITUTION WEEK**

and urge all citizens to study the Constitution and reflect on the privilege of being an American citizen with all the rights and responsibilities which that privilege involves.

PROCLAIMED THIS 12th day of September, 2023.

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VILLAGE PRESIDENT

ATTEST:

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VILLAGE CLERK

STATE OF ILLINOIS        )  
                                      )  
COUNTY OF COOK        )        SS.

CERTIFICATE

I, CLAIRE HENNING, Village Clerk of the Village of Oak Lawn, County of Cook and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of “A PROCLAMATION OF THE VILLAGE OF OAK LAWN, COOK COUNTY, ILLINOIS, PROCLAIMING THE WEEK OF SEPTEMBER 17<sup>th</sup> THROUGH SEPTEMBER 23<sup>rd</sup>, 2023 AS CONSTITUTION WEEK IN OAK LAWN” which was approved by the President of the Village of Oak Lawn on September 12th, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Oak Lawn this 12th day of September, 2023.

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CLAIRE HENNING, VILLAGE CLERK

[Imprint Village Seal]