

VILLAGE OF
LAKEWOOD
Quality Living in a Natural Setting

2500 LAKE AVENUE • VILLAGE OF LAKEWOOD, IL 60014
815 / 459-3025 • FAX 815 / 459-3156

June 6, 2020

Ms. Patricia Babischkin
8404 Trevino Way
Village of Lakewood, IL 60014

Via Email: patricia.babischkin@gmail.com

Dear Ms. Babischkin:

Thank you for writing to the Village of Lakewood with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

I am in receipt of your June 5, 2020 FOIA requesting copies of Jeannine Smith's current and active employment contract and minutes of any meeting where her current contract was discussed and voted on by the Board for renewal. Copies of such documents are enclosed. The attached minutes approve the original contract. There are not another set of minutes which renewed the attached contract.

You have a right to have the denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to: Public Access Counselor; Office of the Attorney General; 500 South 2nd Street; Springfield, Illinois 62706; Fax 217-782-1396; Email: publicaccess@atf.state.il.us

You also have the right to seek judicial review of your denial by filing a lawsuit in the State circuit court (5 ILCS 140/11).

If you chose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this denial letter. 5 ILCS 140/9(a). Please note that you must include a copy of your original FOIA request and this denial letter when filing a Request for Review with the PAC.

If you have any questions, please feel free to contact me.

Sincerely,



Janice S. Hansen
Village Clerk/FOIA Officer

Cc: Jeannine Smith, CAO (via email)(w/enclosures)
Ruth Schlossberg, Attorney (via email) (w/enclosures)
Michael Smoron, Attorney (via email) (w/enclosures)

Jan Hansen

From: Jan Hansen
Sent: Friday, June 05, 2020 10:49 AM
To: Michael Smoron; Ruth A. Schlossberg; Jeannine Smith
Subject: FW: FOIA Requests (form) has been filled out on your site.

Please advise.

Janice S. Hansen
Village Clerk/FOIA Officer

jhansen@village.lakewood.il.us
815/459-3025 (phone) 815/459-3156 (fax)

-----Original Message-----

From: Please Do Not Click Reply [<mailto:support@govoffice.com>]
Sent: Friday, June 05, 2020 10:27 AM
To: Jan Hansen
Subject: FOIA Requests (form) has been filled out on your site.

Your Site has received new information through a form.

Form: FOIA Requests
Site URL: www.village.lakewood.il.us

Name: Tricia Babischkin
Email Address: patricia.babischkin@gmail.com Phone Number: 4403343293
Company:
Address: 8404 Trevino Way
City: Village Of Lakewood
State: IL
Zip: 60014
Description of Records Requested: Copy of Jeannine Smith's current and active employment contract.

Minutes of any meeting where her current contract was discussed and voted on by the board for renewal.

Do you want the records certified?:

No

Select One of the Following Delivery Methods:

Email Records

"Commercial purpose" means the use of any part of a public record or records, or information derived from public records in any form for sale, resale or solicitation or advertisement for sales or services. Is this request for a commercial purpose?:

No

I am requesting a waiver of the fees, as my principal purpose in making the request is for the benefit of the general public through the dissemination of information concerning the health, safety, welfare, or legal rights of the general public.:

Yes

Do Not Click Reply - This e-mail has been generated from a super form.

CHIEF ADMINISTRATIVE OFFICER AGREEMENT

This Chief Administrative Officer Agreement ("Agreement") is made this 14th day of November, 2017, by and between the Village of Lakewood, an Illinois municipal corporation ("Village"), and Jeannine M. Smith ("Smith").

In consideration of the mutual covenants, promises and agreements herein contained, the Village and Smith agree as follows:

PROFESSIONAL SERVICES

The Village hereby employs Smith as the Chief Administrative Officer to perform all duties and functions as specified in the Village Municipal Code and as directed by the Corporate Authorities of the Village.

TERM OF AGREEMENT

This Agreement shall be in full force and effect from November 14, 2017 through April 30, 2018. Unless written notice of their intent not to renew this Agreement is given by either party to the other 60 days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions for a period of one year, each year (unless a notice is received), but no longer than the existing term of the Village President.

REMUNERATION

Smith's annual salary shall be \$138,900.00 payable in accordance with established Village payroll procedures, commencing November 14, 2017. The Corporate Authorities may, in April of each year of this Agreement, make a determination as to whether any increase should be made to the annual salary amount, with any such increase going into effect on May 1st. Employee shall be entitled to a minimum salary increase consistent with the average percentage increase as provided to other employees of the Village. In addition to said salary, Smith may be entitled to a monetary performance incentive bonus as may be periodically determined and approved by the Corporate Authorities based upon the Corporate Authorities' evaluation of Smith.

Smith is not entitled to compensation that is not specified in this Agreement. Unless otherwise provided herein or as would be reasonably implied to be limited herein, including *inter alia* to prevent the duplication of benefits, the Personnel Rules and Regulations of the Village, as may be amended from time to time but not in any manner inconsistent with the terms of this Agreement, shall apply to the employment of Smith.

EMPLOYEE BENEFITS AND PERSONNEL POLICIES

- A. Smith shall be afforded any and all normal and typical benefits as given and available to all other Village employees pursuant to the Village Personnel Manual, except as modified by the terms of this Agreement.
- B. The Village agrees to budget and pay for professional dues and subscriptions of Smith necessary for her participation in her professional associations; said professional associations being the International City/County Management Association (ICMA), the Illinois City Managers Association (ILCMA), the Illinois Municipal League (IML) and the International Council of Shopping Centers (ICSC).
- C. Subject to authorization by the Corporate Authorities, Smith shall be allowed to attend professional conferences and other forums pertaining to the enhancement and enrichment of her professional services as the Chief Administrative Officer. Additionally, Smith shall attend local community group functions and maintain membership in local organizations, as approved by the Corporate Authorities, to promote and improve public relations between the Village and the community at large. The Village shall pay the costs associated with any such conferences, forums, functions and/or memberships. Smith shall submit receipts for her expenses and receive monetary reimbursements in accordance with established Village guidelines applicable to employees of the Village.
- D. Notwithstanding anything to the contrary in the Village Personnel Manual, or established policies and procedures in relation thereto, Smith may opt to defer any portion of her annual salary as may be allowed under applicable federal and state law.
- E. Smith may elect to submit once per calendar year to a complete physical examination, including cardio-vascular examination, by a qualified physician selected by Smith, the cost of which shall be paid by the Village to the extent that the cost thereof is not paid for by the health insurance provided to Smith by the Village.
- F. In addition, the Village shall reimburse Smith for any Village business use of her motor vehicle beyond a fifty (50) mile radius of the Village Hall at the standard IRS mileage rate.
- G. The Village agrees to supply a laptop computer to Smith. Ownership of said laptop computer shall remain with the Village.
- H. As of the execution of this Agreement, Smith shall be entitled to four (4) weeks (twenty (20) days) of paid vacation, after working for a 60-day period, to be used during a twelve-month period. Upon each anniversary of the date of this Agreement, Smith shall be entitled to an additional day of paid vacation to be

used during that calendar year but not to exceed a total of six weeks as set forth in the Village's personnel manual.

EVALUATION PROCEDURES

- A. Evaluation reviews by the Corporate Authorities are anticipated to be held no less than annually regarding the performance of Smith. Evaluations may include, but not be limited to, discussions with the Corporate Authorities, collectively or individually, regarding the overall management of the Village. The instrument for such evaluations may be obtained from Smith and may follow the format as established for all other Village employees, or may be in a form preferred by the Corporate Authorities. Such evaluations of Smith, as conducted by the Corporate Authorities, shall be presented in a written form, collectively or individually, to Smith. Said evaluations shall be considered confidential and privileged to the extent allowed under Illinois law.
- B. Upon completion of the annual department head evaluations by Smith, Smith shall provide, to each member of the Corporate Authorities, a written summary of said evaluations, with said summary to include the evaluation rating given to each department head.

TERMINATION AND SEVERANCE PAY

As provided herein, either party hereto may terminate this Agreement at any time for any reason or no reason at all, it being acknowledged that Smith is an at-will employee of the Village.

- A. In the event Smith is terminated by the Village prior to the expiration of the contract term, Smith shall be paid as severance, continued semi-monthly payments for one month for every 12-month period employed as Chief Administrative Officer, to be prorated thereafter in an amount equal to Smith's then semi-monthly salary prior to separation, less employment taxes withheld, if termination occurs after three months from the date of this Agreement. However, under no circumstances shall such severance ever exceed a total of four months' salary under any circumstance. During any severance period, Smith and her dependents shall also remain in the group health plan (medical, dental and vision) and continue receiving the life insurance benefits provided to Smith prior to separation, at Smith's cost, at her election. Smith's rights under C.O.B.R.A. shall commence at the end of any severance period.
- B. In the event Smith is terminated because of an action deemed by a court of law to constitute any illegal act related to her duties hereunder, the Village shall have no obligation to pay the aggregate severance sum designated in this paragraph. Upon the Village Board's determination that grounds for such an illegal act exist, all severance payments may be withheld until a court of law enters an order directing payment to be made hereunder. In addition, in the event Smith obtains

employment by another employer while receiving severance payments hereunder, all severance benefits shall terminate upon said reemployment of Smith and it shall be the duty of Smith to notify the Village immediately of the commence of employment of Smith following separation from the Village.

- C. The following events shall be deemed, at Smith's option, to be the Village's termination of this Agreement thereby activating the severance payment obligations of the Village: 1) upon the Village reducing salary or other financial benefits of Smith in a greater percentage than applicable across-the-board reduction for all employees of the Village; 2) the Village's wrongful refusal to comply with any payment obligations of the Village hereunder; or 3) upon the Village Board determining that Smith is permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks beyond any accrued sick leave.
- D. In the event Smith voluntarily resigns from the Chief Administrative Officer position, she shall be entitled to no severance benefits other than what may be provided for in the Village's personnel manual.
- E. Smith may terminate this Agreement upon thirty (30) days' written notice to the Village, unless the parties agree otherwise. In the event Smith terminates this Agreement, Smith shall not be entitled to severance pay.
- F. Smith does not, by nature of this Agreement, have a vested interest or right in employment other than what is prescribed herein. Smith further does not have a right or entitlement, by nature of this Agreement, to be appointed by the Corporate Authorities as Chief Administrative Officer of the Village.

INDEMNIFICATION

The Village shall defend, save harmless and indemnify Smith as provided by any Village ordinance or relevant Illinois law and against any lawsuit, claim, demand or other legal action arising out of an alleged act or omission in the performance of Smith's duties as Chief Administrative Officer.

Unless otherwise provided herein, the personnel rules of the Village, as in effect from time to time, shall apply to the employment of Smith.

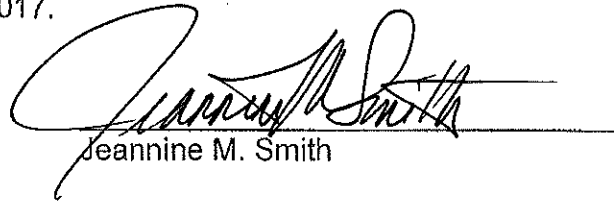
SEVERABILITY

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the other provisions of this Agreement, which can be given effect without application of the invalid provision, to the extent that the provisions of this Agreement are declared to be severable.

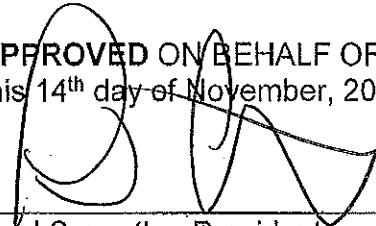
ENTIRE AGREEMENT / AMENDMENT

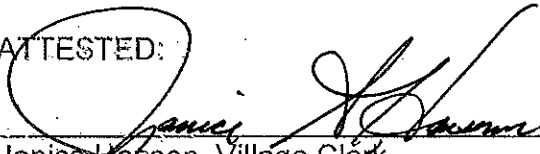
This Agreement represents the entire agreement between the Village and Smith, and supersedes any prior negotiations between the Village and Smith. Any amendment to this Agreement must be in writing, and must be executed by both the Village and Smith. Nothing herein is intended to preclude the parties from negotiating different or additional terms in subsequent renewal periods.

EXECUTED this 14th day of November, 2017.


Jeannine M. Smith

APPROVED ON BEHALF OF THE VILLAGE OF LAKEWOOD
this 14th day of November, 2017.


Paul Serwatka, President

ATTESTED:

Janice Hansen, Village Clerk

**VILLAGE OF LAKEWOOD
MINUTES OF THE VILLAGE BOARD MEETING
NOVEMBER 14, 2017**

The Village Board Meeting was called to order at 7:16 p.m. at RedTail Golf Club by President Serwatka. Trustee Stephan, seconded by Trustee Davis, moved to allow Trustee Odom to participate via telephone. Voting Aye: Trustees Davis, McMahon, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried. Present were Trustees Davis, McMahon, Odom via telephone, Rexroat, Ritchie, and Stephan. Also present were Village Clerk Janice Hansen, Village Attorney Michael Smoron, Chief of Police Michael Roth; Public Works Foreman Barry Wickersheim; Utilities Supervisor Gary Zickuhr; Jason Fluhr of Baxter & Woodman; and many members of the public.

PUBLIC COMMENTS: Cal Skinner of 275 Meridian commented that School District 155 Tax Hike Meeting is November 21, 2017 at 6:30 p.m. at the Center for Education. The Small Business Administration is offering disaster loans to those who had flooding issues in July. Residents can apply through January 12, 2018. Also, the Department of Transportation is planning on reconstructing Route 62 with curbs; please write to the IDOT and ask that they keep the road the same.

Cheryl Lockwood of 9517 Lenox Lane, is the President of Georgetown. She commented that the residents within her subdivision love the Village of Lakewood's small town feeling and atmosphere.

CONSENT AGENDA: The following were considered and enacted on a single motion by Trustee Davis, seconded by Trustee Stephan:

APPROVAL OF MINUTES: October 24, 2017 Regular Village Board Meeting

APPROVAL OF BILL LISTS: Accounts Payable Invoices Dated October 26, 2017 in the amount of \$507,846.56; Accounts Payable for RedTail Golf Club Dated October 31, 2017 in the Amount of \$13, 665.89; and Accounts Payable Pre-Paid Invoices Dated October, 2017 in the Amount of \$13,394.72

APPROVAL OF FINANCIAL STATEMENTS: None

APPROVAL OF 2017 LAKE PATROL ACTIVITY SUMMARY

Voting Aye: Trustees Davis, McMahon, Odom, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried.

ITEMS REMOVED FROM THE CONSENT AGENDA: None

APPROVAL OF AN EMPLOYMENT AGREEMENT WITH JEANNINE M. SMITH AND THE VILLAGE OF LAKEWOOD AS CHIEF ADMINISTRATION OFFICER BEGINNING NOVEMBER 14, 2017 AT AN ANNUAL SALARY OF \$138,900 SUBJECT

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TO THE DIRECTION AND INPUT OF THE PRESIDENT AND BOARD OF TRUSTEES: President Serwatka commented that the Village has been without an Administrator since August, 2017. With the restructuring of the Village Administration it was expected that merging the positions of Village Manager and Finance Director into the single position of "Chief Administrative Officer" would be a challenge. He emphasized that it was imperative to find an Administrator with a reorganization approach. President Serwatka highlighted Jeannine Smith's municipal career: 9 years as Administrative Officer in the Village of Prairie Grove, immense experience and work in economic development, extensive capability executing budgets and tax levies, and former Secretary of McHenry County Stormwater Commission. Ms. Smith received high recommendations from many Village Presidents, State Legislators, and municipal officials. Ms. Smith will serve as an "at will employee" with an initial contract that will run through the Village's current fiscal year. On May 1, 2018 a new twelve month contract will go into effect with an annual renewal. President Serwatka noted that many municipal contracts run for a four-year term and with more risk to the Village.

President Serwatka commented that after much research, there were three qualified applicants that he intended to bring before the entire Board for a formal resume review and interview process. President Serwatka pointed out that this is a customary practice in hiring key village positions. Two applicants subsequently withdrew from consideration leaving Ms. Smith, which was in fact President Serwatka's first choice. He felt she was most qualified with municipal experience that was critical to the Village of Lakewood.

Trustee McMahan stated that he was torn between the imminent need for a manager and he believes it is difficult to make such a critical decision with only one person in the lead. Trustee McMahan commented that he will never vote again for a new hire with only one candidate.

Trustee Ritchie commended that President Serwatka did not reach out to all Trustees; the Board had no input in hiring the Chief Administrative Officer. Ms. Smith could have met with two Trustees at a time.

President Serwatka commented that the process following for screening and hiring of this position is customary and in compliance with Village Code. He stated that all Board members did, in fact, have input. He also noted that Trustees Stephan, Davis, McMahan, and Rexroat were selected to conduct preliminary resume reviews and interview Ms. Smith prior to the entire Board's resume review, formal interview, and discussions. Trustees Stephan and Davis took the opportunity for resume review and pre-interview Ms. Smith prior to this meeting. Trustees McMahan and Rexroat did not. All Board members were provided Ms. Smith's entire resume package prior to this meeting and all Board members participated in a formal interview and discussion process, per Village Code, prior to tonight's vote.

Trustee Davis stated that the Board should have participated with the screening process. He added that he is convinced that Ms. Smith can do a good job.

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Trustee Odom understood that it would be inconvenient for Ms. Smith to meet with every Board member. President Serwatka did not have the Board meet together to assess her attributes and take the advice of the Trustees. She would have liked more input from the Board members prior to making a motion to hire Ms. Smith.

Trustee Stephan, seconded by Trustee Davis, moved to approve an employment agreement with Jeannine M. Smith and the village of Lakewood as Chief Administration Officer beginning November 14, 2017 at an annual salary of \$138,900 subject to the direction and input of the President and Board of Trustees. Voting Aye: Trustees Stephan, Davis, Rexroat, Odom, McMahon. Voting Nay: Trustee Ritchie. Motion declared carried.

APPROVAL OF RESOLUTION NO. 2017-R37 – A RESOLUTION ESTIMATED THE LEVY OF TAXES FOR THE VILLAGE OF LAKEWOOD, MCHENRY COUNTY, ILLINOIS FOR THE TAX YEAR 2017: President Serwatka commented that this years Estimated Tax Levy is not to exceed the same number as last years. The Village Board will vote on the actual Tax Levies at the December 12, 2017 Meeting.

Trustee Stephan, seconded by Trustee Rexroat, moved to approve Resolution No. 2017-R37. Voting Aye: Trustees Davis, McMahon, Odom, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried.

APPROVAL OF A PROPOSAL FROM MIDWEST WATER GROUP, INC. FOR EAST SIDE SMOKE TESTING OF APPROXIMATELY 95 SANITARY SEWER MANHOLES IN AN AMOUNT NOT TO EXCEED \$21,836.50: Gary Zickuhr, Utilities Supervisor, commented that at the Storm Water Task Force Meeting of October 30, 2017 it was agreed that smoke (vapor) testing of the sanitary sewer system was needed to identify inflow and infiltration sources within the east side of the Village (the Gates). Smoke testing will identify homes with illegal connections to the sewer system, rain water from gutters, driveway and stairway drains hooked into sanitary sewer lines that flood and surcharge the sanitary system causing severe flooding of homes.

Trustee Davis, seconded by Trustee Ritchie, moved to approve a proposal from Midwest Water Group, Inc. for the east side of the village smoke testing of approximately 95 sanitary sewer manholes in an amount not to exceed \$21,836.50. Voting Aye: Trustees Davis, McMahon, Odom, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried.

DISCUSSION REGARDING BROADWAY AVENUE PUMP STATION EMERGENCY POWER: Engineer Jason Fluhr of Baxter & Woodman commented that at the October 30, 2017, the Stormwater Task Force agreed one of its top priorities is to install a permanent back generator for the pump station on Broadway Avenue. In April 2017 a portable diesel-powered generator was purchased for \$30,000 which is stored at the Wastewater Treatment Plant. This generator can be transported and working to the pump station during a power outage in less than

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one hour when the alarm is triggered. The installation of a permanent generator is estimated at \$40,000; design, installation, foundation, fittings, wiring, transfer switch and housing would likely increase this cost to over \$100,000.

A less costly solution would utilize the portable generator and install an automatic transfer switch on the outside of the control panel. If severe weather is predicted or the sewer is experiencing high flows, staff can hook up the portable generator to the transfer switch as a precaution before leaving for the day. In the event of a power outage, power will switch to the portable generator automatically without staff physically making the connection. Controls on the portable generator would require modification in order to work with the automatic transfer switch. The estimated cost to install the automatic transfer switch on the control panel and make the modifications to the portable generator is approximately \$15,000 to \$25,000.

It is the general consensus of the Board of Trustees not to add any more costs to the Village portable generator and proceed with the current procedures during inclement weather conditions.

DISCUSSION OF 2018 VILLAGE STREET PROGRAM (NORTH AND SOUTH MUIRFIELD AND BEAVER POND COURT): Barry Wickersheim, Public Works Foreman, stated that the 2018 Street Program would cost approximately \$250,000 with an additional estimated \$27,500 in engineering costs. The proposed 2018 Street Program will include North and South Muirfield and Beaver Pond Court to be pulverized, 2 ½ inches of binder and 1 ½ inches of surface. Staff would like to solicit early bidding to receive better pricing and use excess funds to do patching throughout the Village.

It was the general consensus of the Board of Trustees to proceed with the 2018 Street Program for January 2018 bidding.

APPROVAL OF RESOLUTION NO. 2017 – R38 – A RESOLUTION TO INCLUDE COMPENSATION DIRECTED INTO A RETIREMENT HEALTH SAVINGS PLAN AS IMRF EARNINGS: This is a housekeeping item that is retroactive from October 1, 2016 when the Village began offering the Health Savings Plan to its employees.

Trustee Davis, seconded by Trustee Stephan, moved to approve Resolution No. 2017-R38. Voting Aye: Trustees Davis, McMahan, Odom, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried.

REPORTS: Village Clerk Janice Hansen commented that the McHenry County Board of Health has cleared all private wells on the east side of the Village of any bacteria.

President Serwatka remarked that east side residents received a Stormwater Task Force informational update in the mail last week.

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President Serwatka mentioned that the July, 2017 east side flooding was unavoidable. The Village needs a plan to divert water during heavy rains. Residents will have to address sump pump and lateral line issues.

Trustee Odom was glad to see the Stormwater Task Force Meeting information sent out to the east side Village residents.

Trustee Ritchie read "Village of Lakewood Trustee request for a Special Session" regarding concerns of suppression of members of the Board by President Paul Serwatka". The Special Session will be held on December 12, 2017 at 6:30 p.m. at Turnberry Country Club.

With nothing further to discuss, Trustee Davis, seconded by Trustee Stephan, moved to adjourn the meeting. Voting Aye: Trustees Davis, McMahon, Odom, Rexroat, Ritchie, and Stephan. Voting Nay: None. Motion declared carried. The meeting adjourned at 8:40 p.m.

Janice S. Hansen
Village Clerk

Approved: _____ December 12, 2017