

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Agnieszka "Annie" Jaworska

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers



BENSENVILLE
GATEWAY TO OPPORTUNITY

Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM February 13, 2018

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
 1. *January 23, 2018 Village Board Meeting Minutes*
- VI. WARRANT
 1. *Warrant report 02-13-2018 W18/03 \$3,546,770.22*
- VII. **CONSENTAGENDA– CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *A Resolution Approving the Revised Employee Handbook for the Village of Bensenville*
 - B. Community and Economic Development
 1. *Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Incentive for Certain Property Commonly Known as 1055 Sesame Street, 491 and 495 Podlin Drive*
 2. *Ordinance Approving a Variance, Plat of Consolidation and Site Plan for the applicant DSP Acquisitions, located at 1055-65 Sesame St. /491 Podlin Dr.*
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works – No Report

F. Recreation – No Report

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

1. *Proclamation in Honor of Oronzo Peconio as a Former Village Trustee*
Village President, Frank DeSimone will present the Honorary Street Sign and
Proclamation to the Peconio family.

B. VILLAGE MANAGER'S REPORT:

1. *Resolution Granting the Authority to the Village Manager to Accept Electricity*
Pricing on Certain Village Accounts

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

- A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]
- B. Personnel [5 ILCS 120/2 (C) (1)]
- C. Collective Bargaining [5 ILCS 120/2 (C) (2)]
- D. Property Acquisition [5 ILCS 120/2 (C) (5)]
- E. Litigation [5 ILCS 120/2 (C) (11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**February 13, 2018**DESCRIPTION:**January 23, 2018 Village Board Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_180123_VB

Upload Date

2/5/2018

Type

Cover Memo

Village of Bensenville
Board Room
12 South Center Street
Bensenville, Illinois 60106
Counties of DuPage and Cook

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
January 23, 2018

CALL TO ORDER: 1. President DeSimone called the meeting to order at 6:30 p.m.

ROLL CALL: 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

Carmona, Franz, Jaworska, Panicola, Perez

Absent: Lomax

A quorum was present.

Staff Present: E. Summers, J. Carracci, F. Kosman, G. Ferguson, T. Finner, A. Thakkar, S. Viger, C. Williamsen

PUBLIC COMMENT: **Claire Daccardo – 422 Barron Street**

Ms. Daccardo asked the Village Board for the reason for switching energy suppliers. Village Manager, Evan Summers, explained the process the Village took for its electrical aggregation program.

Ms. Daccardo also asked when the Village was installing streetlights on the 300 & 400 block of Barron Street. Public Work's Director, Joe Caracci was directed to meet with Ms. Daccardo regarding her inquiry.

APPROVAL OF MINUTES:

3. The January 16, 2018 Special Village Board Meeting minutes were presented.

Motion:

Trustee Franz made a motion to approve the minutes as presented. Trustee Jaworska seconded the motion.

All were in favor. Motion carried.

WARRANT NO. 18/02:

4. President DeSimone presented **Warrant No. 18/02** in the amount of \$1,635,240.08.

Motion:

Trustee Perez made a motion to approve the warrants as presented. Trustee Panicola seconded the motion.

ROLL CALL: AYES: Carmona, Franz, Jaworska, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Perez made a motion to approve the Consent Agenda as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

Resolution No.
R-3-2018:

**Resolution Approving a Pace Hold Harmless Agreement.
(Consent Agenda)**

Resolution No.
R-4-2018:

Resolution Concerning the Determination of the Bensenville Village Board That Change Order Number One With Stewart Spreading, Inc. for an Increase of \$10,169.50 is Required for the 2017 Sludge Hauling Contract for a Revised Contract Cost of \$107,419.50. (Consent Agenda)

Resolution No.
R-5-2018:

Resolution Authorizing the Execution of a Purchase Order with Brenntag for the Purchase of Polymer in the Not-to-Exceed Amount of \$22,057. (Consent Agenda)

Resolution No.
R-6-2018:

Resolution Authorizing the Execution of a Purchase Order with Energenecs for the 2018 SCADA Upgrade Project in the Not-to-Exceed Amount of \$24,800. (Consent Agenda)

Resolution No.
R-7-2018:

Resolution Authorizing the Execution of a Resolution Appropriating the Use of MFT Funds to Pay for Roadway Related General Maintenance in the Amount of \$150,000.00 from January 1, 2018 to December 31, 2018. (Consent Agenda)

Resolution No.
R-8-2018:

Resolution Authorizing the Close Out of Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$144,847.90 From January 1, 2017 to December 31, 2017. (Consent Agenda)

Resolution No.
R-9-2018:

Resolution to Obtain Permits to Perform Work on State Highways. (Consent Agenda)

Resolution No.
R-10-2018:

Resolution Authorizing the Execution of a Purchase Order with Hanes Geo Components for the Purchase of Geo Grid Blocks for the 2017 Lions Park Restoration Project in the Not-To-Exceed Amount of \$12,695. (Consent Agenda)

Ordinance No.
1-2018:

Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 13, No Parking Zones, Subsection F, No Parking at Any Time, to Include the North Side of Main Street from York Road to Addison Street as a No Parking Zone. (Consent Agenda)

Ordinance No.
2-2018:

Ordinance amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing, or Parking, Section 1, Angle Parking, Subsection A, Diagonal and Perpendicular Parking to Include the North Side of Green Street from Center Street to Addison Street. (Consent Agenda)

Ordinance No.
3-2018:

Ordinance Amending Title 5, Traffic and Motor Vehicles, Chapter 2, Stopping, Standing or Parking, Section 14, Limited Parking Zones, Subsection F, Four Hours Between 7:00 A.M. and 6:00 P.M., Except Sundays And Holidays to Include the North Side of Green Street from Center Street to Addison Street. (Consent Agenda)

Resolution No.
R-11-2018

Resolution Approving an Agreement with Avion Consultants, LLC and the Village of Bensenville for Aviation Consulting Services. (Consent Agenda)

Motion:

Trustee Perez made a motion to approve the Consent Agenda as amended. Trustee Franz seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Jaworska, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

Resolution No.

R-12-2018:

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-12-2018** entitled a **Resolution to Approve an Agreement with Active Network, LLC for the Purchase, Implementation, Training and Data Hosting of their Web Based MaxGalaxy Recreation Software Platform (Subject to Attorney Review)**.

There were no questions from the Village Board.

Motion:

Trustee Jaworska made a motion to approve the Resolution as presented. Trustee Panicola seconded the motion.

ROLL CALL:

AYES: Carmona, Franz, Jaworska, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S
REMARKS:**

President DeSimone asked everyone to stay safe and drive with caution during winter storms.

**MANAGERS
REPORT:**

Village Manager, Evan Summers, announced Winkler's Tree Service and ComEd are currently throughout town trimming trees. .

**VILLAGE ATTORNEY
REPORT:**

Village Attorney, Joseph Montana, had no report.

**EXECUTIVE
SESSION:**

Village Attorney, Joseph Montana, stated there was not a need for Executive Session.

ADJOURNMENT:

Trustee Panicola made a motion to adjourn the meeting. Trustee Franz seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:46 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, February 2018

TYPE:Warrant**SUBMITTED BY:**Lei Wesolowski**DEPARTMENT:**Finance**DATE:**02-13-2018**DESCRIPTION:**Warrant report 02-13-2018 W18/03 \$3,546,770.22**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

Approve Warrant report 02-13-2018 W18/03 \$3,546,770.22

ATTACHMENTS:**Description****Upload Date****Type**

Warrant report 02-13-2018 W18/03 \$3,546,770.22

2/8/2018

Backup Material

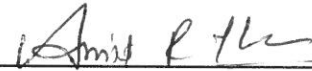
VILLAGE OF BENSENVILLE WARRANT 18/03

February 13, 2018

I hereby certify that the attached warrants are in accord with the current budget as adopted by the Corporate Authorities of the Village of Bensenville, and that sufficient funds are available to promptly pay said warrants, all in accordance with the Village Code and Illinois Statutes.



EVAN K SUMMERS
VILLAGE MANAGER



AMIT THAKKAR
DIRECTOR OF FINANCE

Approved by the Board of Trustees on February 13, 2018 hereby authorizing the Director of Finance to disburse \$3,546,770.22 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT



EXPENDITURE APPROVAL LIST

Page 1 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7 LAYER SOLUTIONS INC									
1093									
2564	VPICE SERVICE FOR FEB 2018	SCHAUMBURG	20180330	03/04/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$500.00	0
2565	MANAGE IT SERVICES FOR FEB 2018	SCHAUMBURG	20180337	03/04/2018	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$11,167.00	0
								11,667.00	
AARON CHA (E)									
746									
08/08-12/09/17	TUITION REIMB-LES 501 INTRODUCT	WOOD DALE	20180249	02/25/2018	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$1,853.61	0
								1,853.61	
ABCO ELECTRICAL CONSTRUCTION &									
99									
7797-13844	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
ACTION PLASTICS, INC.									
9016									
54245	BOARD AD PLASTIC COVERS- EDGE	BENSENVILLE	20180239	02/16/2018	11174100-542170	SF	R&M ICE RINKS	\$445.00	0
								445.00	
ADDISON BUILDING MATERIAL CO.									
3628									
872888	HEAT SHRINK TUBES	ARLINGTON H	20180154	02/10/2018	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$15.82	0
								15.82	
ADVANCE AUTO									
808									
269963461	CREDIT RETURN	BENSENVILLE		10/10/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$-1.26	0
8751733845020	HYDRAULIC FILTER	BENSENVILLE	20174721	01/03/2018	11070720-542310	SF	R & M EQUIPMENT	\$0.33	0
8751733845020	HYDRAULIC FILTER	BENSENVILLE	20174721	01/03/2018	11174100-542610	SF	R&M OLYMPIA	\$5.15	0
8751735624457	PARTS	BENSENVILLE	20174740	01/21/2018	51050540-542410	PW	R&M VEHICLES	\$8.27	0
8751736324984	PURCHASE OF ANTIFREEZE - EDGE	BENSENVILLE	20174723	01/28/2018	11174100-542310	SF	R&M EQUIPMENT	\$179.80	0
8751800334077	FLEET CHARGE 1 GAL PEAK	BENSENVILLE	20180144	02/02/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$30.38	0
8751800834470	XTREME BLUE	BENSENVILLE	20180144	02/07/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$28.56	0
8751801726431	BULB #219	BENSENVILLE	20180168	02/16/2018	51050540-542410	PW	R&M VEHICLES	\$6.99	0
8751802272363	EXTREME BLUE WWF USED TO CLEAN	BENSENVILLE	20180207	02/21/2018	11050420-542410	PW	R & M VEHICLES	\$28.56	0
8751802426992	PARTS	BENSENVILLE	20180286	03/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$5.51	0
8751802635990	PARTS	BENSENVILLE	20180286	03/04/2018	11050440-542410	PW	R&M VEHICLES	\$21.90	0
								314.19	
AFLAC									
980									
JAN 2018	AFLAC- JAN 2018	COLUMBUS	20180213	02/24/2018	11000000-214130	FN	PAYROLL DEDUCT'N-AFLAC	\$1,327.32	9004855

FOR CHECKS DATED: 2/13/2018

CHECK AMOUNT	W/T/MANUAL CHECK #
-----------------	-----------------------

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								1,327.32	
AFSCME									
3105									
01/26/18	UNION DUES PR 012618		20180219	03/01/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$1,634.20	9004853
012618	MVP NATIONAL PEOPLE CLUB PR 01,		20180218	02/25/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$21.00	9004842
								1,655.20	
AL WARREN OIL CO INC									
700									
W1113469	FUEL PUMP SERVICE	HAMMOND	20180208	02/18/2018	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$375.00	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	11020190-554110	PW	FUEL/GAS/OIL	\$68.60	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	11040110-554110	PW	FUEL/GAS/OIL	\$1,361.98	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	11050490-554110	PW	FUEL/GAS/OIL	\$1,394.14	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	11060640-554110	PW	FUEL/GAS/OIL	\$154.35	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	51050540-554110	PW	FUEL/GAS/OIL	\$457.71	0
W1113803	R-153-17 FUEL PURCHASE AND SER\	HAMMOND	20180006	02/21/2018	51050570-554110	PW	FUEL/GAS/OIL	\$241.78	0
								4,053.56	
ALBERTI'S MOVING SERVICES INC									
9									
16364	REFUND OVER PAYMENT OF BUSINE			02/22/2018	11000000-420110	FN	BUSINESS LICENSES	\$25.00	0
								25.00	
ALFRED G. RONAN, LTD									
1431									
FEB 2018	PROFESSIONAL SERVICE-FEB 2018	OAK PARK	20180028	02/28/2018	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$7,500.00	0
								7,500.00	
ALL WAYS FASTENERS INC									
11907									
86418	PLOW FASTENERS	BENSENVILLE	20180159	02/10/2018	11050420-542410	PW	R & M VEHICLES	\$15.80	0
								15.80	
ALVAREZ, HERALDO									
99									
5428-29856	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$80.00	0
								80.00	
AMERICAN CONSERVATION & BILLING									
1262									
7887	AQUAHAWK-03/01-04/01/18	COLORADO S	20180331	03/03/2018	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERICAN DREAM HOME IMPROVEM									
99									

Page 3 of 32

CHECK AMOUNT	W/T/MANUAL CHECK #
-----------------	-----------------------

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7771-19492	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
AMERICAN SOCIETY OF COMPOSERS									
286									
100004871603	2018 ASCAP MUSIC LICENSE FEE	NEW YORK	20180228	01/31/2018	11174100-521110	SF	MEMBERSHIP DUES	\$348.00	0
								348.00	
AMITKUMAR THAKKAR (E)									
1117									
127678	REIMB-CPA LICENSE	DES PLAINES		03/08/2018	11030110-522110	FN	EXPENSE REIMBURSEMENT	\$180.00	0
								180.00	
AMS MECHANICAL SYSTEMS, INC.									
8305									
43273-1	REPAIR FROZEN CHILLER BUNDLE C	WOODRIDGE	20174720	01/30/2018	11174100-594000	SF	CAPITAL OUTLAY - MACHINERY &	\$1,040.00	0
								1,040.00	
ANDERSON PEST SOLUTIONS									
9474									
4604352	JANUARY 2018 PEST CONTROL SER\	ELMHURST	20180241	02/07/2018	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$60.62	0
4604353	JANUARY 2018 PEST CONTROL SER\	ELMHURST	20180240	02/07/2018	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$89.86	0
4604354	PEST MANAGEMENT SERVICE-JAN 2	ELMHURST	20180191	02/07/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$72.44	0
4606840	PEST MANAGEMENT SERVICE-JAN 2	ELMHURST	20180191	02/07/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$70.00	0
								292.92	
APGN, INC.									
1241									
8068	NX150 PANEL FILTER(PROPRIETARY)	BLAINVILLE	20180113	02/06/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$2,638.22	0
								2,638.22	
AQUAJJOY SPA AND POOL INC									
889									
2946A	REPLACEMENT OF DIVE WELL ACID	SUGAR GROV	20180230	02/17/2018	11070760-542310	SF	R&M EQUIPMENT	\$1,055.21	0
								1,055.21	
AQUALAB WATER TREATMENT, INC.									
1373									
1700	WATER TREATMENT CHEMICALS - EI	PROSPECT HI	20180232	01/31/2018	11174100-554120	SF	CHEMICALS	\$325.00	0
								325.00	
ARS IF IL									
99									
6722-30087	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	

EXPENDITURE APPROVAL LIST

Page 4 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ARTHUR J. GALLAGHER RMS, INC.									
12620									
2390158	COMMERCIAL PACKAGE-INSTALLMEI	CHICAGO	20180266	02/16/2018	11020150-549990	AD	OTHER CONTRACTUAL SERVICE	\$59,599.00	0
								59,599.00	
ASG STAFFING INC									
1032									
109277	MARIO ESTRADA SALARY- REDMONI	BENSENVILLE	20174694	01/22/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
109402	MARIO ESTRADA SALARY- REDMONI	BENSENVILLE	20174694	01/29/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
109553	MARIO ESTRADA SALARY - REDMON	BENSENVILLE	20180120	02/05/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$718.40	0
109696	MARIO ESTRADA SALARY - REDMON	BENSENVILLE	20180231	02/12/2018	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$664.52	0
								2,819.72	
ASSOCIATED TECHNICAL SERVICES									
2711									
29576	EMERGENCY LOCATE	VILLA PARK	20180150	02/09/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$731.50	0
29577	EMERGENCY LOCATE	VILLA PARK	20180150	02/09/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$721.00	0
29682	EMERGENCY LEAK LOCATION	VILLA PARK	20180299	03/04/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$821.00	0
								2,273.50	
ASTI ITALIAN DELI									
99									
6551-300626	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
ATLAS TOYOTA MATERIAL HANDLING									
5061									
BE0701	GASKET KIT,THERMOSTATE DERIVE	ELK GROVE V	20180155	02/05/2018	11050440-542410	PW	R&M VEHICLES	\$423.68	0
BE1006	GASKET KIT	ELK GROVE V	20180304	03/04/2018	11050440-542410	PW	R&M VEHICLES	\$283.05	0
BE1140	GASKET KIT	ELK GROVE V	20180304	03/04/2018	11050420-542410	PW	R & M VEHICLES	\$178.89	0
								885.62	
AUSTIN BANK OF CHICAGO									
1338									
012618	FEDERAL,SOCIAL SERUCITY,MEDIC/		20180253	02/25/2018	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$38,335.43	9004839
012618	FEDERAL,SOCIAL SERUCITY,MEDIC/		20180253	02/25/2018	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$29,344.97	9004839
012618	FEDERAL,SOCIAL SERUCITY,MEDIC/		20180253	02/25/2018	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,626.27	9004839
								78,306.67	
AUTO TRUCK GROUP									
3641									
1527666	CHROME TAKE OFF BUMPER BODY E	BARTLETT	20180262	02/10/2018	11050430-542410	PW	R&M VEHICLES	\$630.00	0
1527675	TAKE OFF FORD BED 8' #212	BARTLETT	20180262	02/18/2018	11050430-542410	PW	R&M VEHICLES	\$2,100.00	0
								2,730.00	

Page 5 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AVION CONSULTANTS, LLC									
1350									
13	AIRPORT NOISE SERVICE OF JAN 20	MOUNT PROS	20180325	03/02/2018	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$337.50	0
								337.50	
BARRICADE LITES OF IL. INC.									
2714									
1800060	BARRICADE RENTAL	ADDISON	20174741	02/18/2018	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$593.00	0
								593.00	
BATTERY SERVICE CORPORATION									
2716									
0031902	BATTERIES	BENSENVILLE	20174708	01/27/2018	11050420-542410	PW	R & M VEHICLES	\$387.00	0
0032113	CED VEHICLE #554 BATTERY REPLA	BENSENVILLE	20180135	02/04/2018	11060640-542410	CD	R&M VEHICLES	\$94.94	0
0032219	BATTERIES	BENSENVILLE	20180151	02/07/2018	11050440-542110	PW	R&M BUILDING	\$225.90	0
0032321	BATTERY/EMERGENCY EXIT SIGN-IN	BENSENVILLE	20180141	02/09/2018	11040110-542410	PD	R&M VEHICLES	\$20.87	0
0032351	BATTERIES	BENSENVILLE	20180151	02/09/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$679.32	0
0032494	BATTERIES	BENSENVILLE	20180176	02/14/2018	11050420-542410	PW	R & M VEHICLES	\$329.10	0
0032588	BATTERIES	BENSENVILLE	20180300	03/04/2018	11050430-542410	PW	R&M VEHICLES	\$207.00	0
0032721	BATTERIES	BENSENVILLE	20180300	03/04/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$103.70	0
								2,047.83	
BAXTER & WOODMAN, INCORPORATE									
2717									
0196928	PRETREATMENT ASSISTANCE	CRYSTAL LAK	20180257	02/18/2018	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$8,749.17	0
								8,749.17	
BLU PETROLEUM									
1493									
1192	UST CLEANING	MUNDELEIN	20174709	12/31/2017	11050440-542110	PW	R&M BUILDING	\$2,414.00	0
								2,414.00	
BOLINGER LACH & ASSOCIATES INC									
281									
18870-9	R-139-16 ENG SERV STP-TCM PROJ	ITASCA	20171419	01/30/2018	31080810-536510	PW	ENGINEEERING SERVICES	\$15,726.47	0
18870-9	R-139-16 ENG SERV STP-TCM PROJ	ITASCA	20171419	01/30/2018	31080860-536510	PW	ENGINEEERING SERVICES	\$6,739.91	0
								22,466.38	
BP									
689									
666251	FUEL PURCHASE FOR DUMEG-STAFI	CHARLOTTE	20180194	02/21/2018	11040110-554110	PD	FUEL/GAS/OIL	\$73.33	9004838
								73.33	
BRIGHT DIRECTIONS									
683									

EXPENDITURE APPROVAL LIST

Page 6 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
012618	BRIGHT DIRECTIONS COLLEGE PR 0	LINCOLN	20180212	02/25/2018	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00 200.00	900843
BRUNNER & LAY									
99									
7042	STORM WATER DEV. BOND REFUND			02/18/2018	75000000-226281	CD	AP-DEPOSITS HELD STRMWTR BK	\$30,529.40 30,529.40	0
C & A INTERNATIONAL CORPORATION									
99									
2192-20712	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$500.00 500.00	0
CARRERA, IRVING									
99									
7288-36322	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00 70.00	0
CDS OFFICE TECHNOLOGIES									
684									
INV1128851	20 POLICE MICROPHONE HOLDERS	SPRINGFIELD	20174739	01/21/2018	11040340-552130	PD	MATERIAL/SUPPLIES-VEHICLES	\$495.00 495.00	0
CDW GOVERNMENT, INC.									
11480									
LNG2515	CISCO MERAKI MR42 CLOUD MANAG	CHICAGO	20180160	02/25/2018	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$793.32 793.32	0
CED									
401									
1028-572394	RELEX STRIPPER	DES MOINES	20174738	02/18/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$24.15 24.15	0
CERTASEAL CONSTRUCTION									
99									
7757-36957	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00 70.00	0
CERTIFIED LABS									
9512									
2988345	PREMALUBE ELITE RED	CHICAGO	20180158	02/10/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$626.79 626.79	0
CHARTER ONE - CC									
648									
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11000000-121010	AD	RECEIVABLES - GENERAL	\$75.00	9004848

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$421.55	9004848
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11040110-522110	AD	EXPENSE REIMBURSEMENT	\$121.75	9004848
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11020110-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$19.99	9004848
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$415.00	9004848
00142005-0118	CC STATEMENT- 01/16/18-VLG MANA	PROVIDENCE	20180247	02/15/2018	11020110-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$131.39	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11050430-521110	FN	MEMBERSHIP DUES	\$135.00	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$420.00	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$1,899.86	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11050440-542110	FN	R&M BUILDING	\$209.08	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11174100-542310	FN	R&M EQUIPMENT	\$76.52	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11050110-542410	FN	R&M VEHICLES	\$50.00	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$137.60	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$2.99	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$45.99	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11020170-572175	FN	WEBSITE & SOCIAL NETWORKING	\$170.98	9004848
00206032-0118	CC STATEMENT 01/16/18-FINANCE	PROVIDENCE	20180248	02/15/2018	11020170-572179	FN	COMMUNITY OUTREACH	\$69.20	9004848
								4,401.90	
CHICAGO PARTS & SOUND LLC									
929									
874490	BENCH SEAT REPAIR #216	ELK GROVE V	20180289	03/04/2018	11050440-542410	PW	R&M VEHICLES	\$345.00	0
								345.00	
CHICAGO SALT COMPANY INC									
1450									
10592-A	VERTICAL STORAGE TANK	BLOOMINGDA	20173437	08/17/2017	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$8,520.00	0
								8,520.00	
CHICAGOLAND BASEMENT AUTHORITY									
99									
7818-37046	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
CHRIST PANOS FOODS CORPORATION									
205									
391220	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20180117	02/03/2018	11070790-557810	SF	FOOD ITEMS	\$639.27	0
391221	FOOD ITEMS FOR SUNDAE'S TOO	ITASCA	20180117	02/02/2018	11070790-557810	SF	FOOD ITEMS	\$45.82	0
								685.09	
CINTAS FIRST AID & SAFETY									
2974									
8403383972	MEDICAL CABINET SUPPLIES	IRVING	20174742	11/19/2017	11040110-542110	PD	R&M BUILDING	\$101.19	0
8403494698	AED SERVICE & MISC. SAFETY	IRVING	20180068	02/11/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$223.90	0

EXPENDITURE APPROVAL LIST

Page 8 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								325.09	
CIVISPLUS									
13046									
169444	CIVISPLUS ANNUAL INTRANET HOST	MANHATTAN	20180268	03/04/2018	11020170-572175	AD	WEBSITE & SOCIAL NETWORKING	\$752.46	0
								752.46	
COLLEGE OF DUPAGE									
3414									
01/01-01/24/18	ENGAGING EMPLOYEES PLUS	GLEN ELLYN	20180153	02/23/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$475.00	0
01/01-01/24/18	ENGAGING EMPLOYEES PLUS	GLEN ELLYN	20180153	02/23/2018	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$475.00	0
01/01-01/24/18	ENGAGING EMPLOYEES PLUS	GLEN ELLYN	20180153	02/23/2018	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$950.00	0
								1,900.00	
COMCAST									
12216									
0001924-0218	COMCAST SERVICE	SOUTHEASTE	20180073	03/04/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.63	0
0408014-0118	SERVICE FROM 12/30-01/29/18	SOUTHEASTE	20174724	01/22/2018	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$54.90	0
0408014-0218	SERVICE FROM 01/30-02/28/18-545 JC	SOUTHEASTE	20180002	02/22/2018	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	\$64.40	0
0421918-0218	SERVICE FROM 01/12-02/11/18-345 E	SOUTHEASTE	20180335	02/04/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$244.85	9004860
0421918-0218	SERVICE FROM 01/12-02/11/18-345 E	SOUTHEASTE	20180335	02/04/2018	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$195.54	9004860
0546086-0218	SERVICE FROM 01/24-02/23/18-1025 F	SOUTHEASTE	20180278	02/19/2018	11040341-574415	PD	POLICE NEIGHBORHOOD CENTEF	\$84.90	0
								657.22	
COMMONWEALTH EDISON									
2668									
1599089103-0118	ESSD1130 MUNICIPAL AGGREGATION	CAROL STRE/	20180333	03/02/2018	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$168.00	0
4066109004-0118	SERVICE FROM 12/15-01/19/18-LED 1	CAROL STRE/	20174733	02/18/2018	11050420-541370	PW	ELECTRICITY	\$5,057.48	0
5595153071-0717	SERVICE FROM 03/30-08/01/17-1009 V	CAROL STRE/	20174733	02/11/2018	11050420-541370	PW	ELECTRICITY	\$83.94	0
5595153071-0817	SERVICE FROM 08/01-08/30/18-1009 V	CAROL STRE/	20174733	02/15/2018	11050420-541370	PW	ELECTRICITY	\$80.95	0
5595153071-0917	SERVICE FROM 08/30-09/28/17-1009 V	CAROL STRE/	20174733	02/16/2018	11050420-541370	PW	ELECTRICITY	\$71.41	0
5595153071-1017	SERVICE FROM 09/28-10/27/17-1009 V	CAROL STRE/	20174733	02/17/2018	11050420-541370	PW	ELECTRICITY	\$98.92	0
5595153071-1117	SERVICE FROM 10/27-11/29/17-1009 V	CAROL STRE/	20174733	02/21/2018	11050420-541370	PW	ELECTRICITY	\$122.52	0
								5,683.22	
COMPLETE VEHICLE INC									
1495									
26260	TRAILER BED LINER-#212	PLAINFIELD	20180174	02/16/2018	11050430-542410	PW	R&M VEHICLES	\$175.00	0
								175.00	
CONSTELLATION ENERGY SERVICES-									
13016									
3355640000-1217	SERVICE FROM 12/01-12/31/17-735 E	CAROL STRE/	20174725	02/09/2018	11174100-541370	SF	ELECTRICITY	\$4,340.27	0
6561640000-1217	SERVICE FROM 12/01-12/31/17-545 JC	CAROL STRE/	20174725	02/09/2018	11174100-541370	SF	ELECTRICITY	\$3,976.30	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
763464-19-1217	SERVICE FROM 11/27-12/28/17-105 N	CAROL STRE/	20174748	02/24/2018	51050560-541370	PW	ELECTRICITY/GAS	\$912.36	0
763464-2-1217	SERVICE FROM 11/28-12/28/17-230 W	CAROL STRE/	20174748	02/16/2018	51050550-541370	PW	ELECTRICITY/GAS	\$3,245.54	0
763464-21-1017	SERVICE FROM 10/27-11/28/17-700 F	CAROL STRE/	20174748	02/24/2018	51050550-541370	PW	ELECTRICITY/GAS	\$2,309.73	0
763464-21-1117	SERVICE FROM 10/27-11/28/17-700 F	CAROL STRE/	20174748	02/24/2018	51050550-541370	PW	ELECTRICITY/GAS	\$2,630.75	0
763464-21-1217	SERVICE FROM 11/28-12/28/17-700 F	CAROL STRE/	20174748	02/16/2018	51050550-541370	PW	ELECTRICITY/GAS	\$2,736.48	0
763464-23-1017	SERVICE FROM 09/26-10/27/17-711 E	CAROL STRE/	20174748	02/21/2018	51050570-541370	PW	ELECTRICITY/GAS	\$18,072.87	0
763464-23-1117	SERVICE FROM 10/27-11/27/17-711 E	CAROL STRE/	20174748	02/21/2018	51050570-541370	PW	ELECTRICITY/GAS	\$19,412.73	0
763464-23-1217	SERVICE FROM 11/27-12/28/17-711 E	CAROL STRE/	20174748	02/16/2018	51050570-541370	PW	ELECTRICITY/GAS	\$18,556.31	0
763464-26-1217	SERVICE FROM 11/27-12/28/17-130 N	CAROL STRE/	20174748	02/16/2018	51050550-541370	PW	ELECTRICITY/GAS	\$3,531.32	0
763464-8-1017	SERVICE FROM 09/26-11/27/17-629 GI	CAROL STRE/	20174748	02/24/2018	51050560-541370	PW	ELECTRICITY/GAS	\$4,631.82	0
763464-8-1217	SERVICE FROM 11/27-12/28/17-629 GI	CAROL STRE/	20174748	02/16/2018	51050560-541370	PW	ELECTRICITY/GAS	\$205.38	0
								84,561.86	

CONTRUCTION MANAGEMENT CORP 99

5368-11350	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$50.00	0
								50.00	

CORE & MAIN LP 12655

I212411	R-132-16 HYDRANT & WATER MAIN	ST LOUIS	20170020	01/07/2018	51050540-552520	PW	WATER MAIN PARTS	\$94.00	0
I300228	1G 3-TERM SCREW METER	ST LOUIS	20180165	02/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$1,776.00	0
I311045	MISC PARTS	ST LOUIS	20180165	02/08/2018	51050540-552520	PW	WATER MAIN PARTS	\$2,777.46	0
I324534	COUPLINGS	ST LOUIS	20180165	02/10/2018	51050540-552520	PW	WATER MAIN PARTS	\$674.67	0
I324617	WATER MAIN SUPPLIES	ST LOUIS	20180313	03/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$698.30	0
I327042	METERS	ST LOUIS	20180164	02/10/2018	51050540-552520	PW	WATER MAIN PARTS	\$7,198.00	0
I327753	4 COMP FLG DI F/STL IMP FOR HOLIE	ST LOUIS	20180165	02/10/2018	51050540-552520	PW	WATER MAIN PARTS	\$220.00	0
I348856	WATER MAIN SUPPLIES	ST LOUIS	20180313	03/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$750.00	0
								14,188.43	

CORPORATE IDENTIFICATION SOLUTI 1492

74369	EMC- LABOR CHARGE / WARRANTY	CHICAGO	20180255	03/04/2018	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$780.00	0
								780.00	

CROWN CASTLE 99

7499-35041	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	

CRYSTAL MGMT & MAINTENANCE SEI 516

25040	CLEANING SERVICE-JAN 2018-PD	MOUNT PROS	20180031	01/31/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,203.16	0
-------	------------------------------	------------	----------	------------	-----------------	----	---------------------------	------------	---

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
25104	CLEANING SERVICE-FEB 2018	MOUNT PROS	20180320	02/14/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,203.16 4,406.32	0
D K SIGN & GRAPHICS INC									
99									
5802-32949	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00 180.00	0
DE LAGE LANDEN FINANCIAL SERVIC									
983									
57898439	COPIER AND PRINTER LEASE FROM	WAYNE	20180024	02/21/2018	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	\$1,971.00 1,971.00	0
DELUXE DIGITAL CINEMA INC									
10357									
85874409	DELIVERY FEE:"DOWNSIZING" POST	LOS ANGELES	20180244	02/14/2018	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$8.54 8.54	0
DISCOVERY BENEFITS									
504									
DEC 2017	COBRA BENEFITIS DECEMBER 2017	FARGO	20174688	01/30/2018	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$70.85 70.85	9004837
DOOLEY, BRIAN (E)									
13084									
08/30-12/10/17	TUITION REIMB-JUVENILE DELINQUE	SCHAUMBURG	20180269	02/25/2018	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$1,589.98 1,589.98	0
DORNER PRODUCTS, INC.									
1214									
141134-IN	REPAIR KIT CLA CRD.DIAPHRAGM RE	SUSSEX	20180145	02/08/2018	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$1,817.00 1,817.00	0
DUPAGE COUNTY ANIMAL CONTROL									
3917									
661-23548	P/U STRAY ANIMAL	WHEATON	20180142	12/01/2017	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$120.00 120.00	0
DUPAGE COUNTY JUVENILE OFC. AS									
10796									
022818KB	TRAINING-BEER-INV #022818KB	DOWNERS GR	20180322	02/10/2018	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$23.00 23.00	0
DUPAGE COUNTY SENIOR POLICE									
8418									
2018	2018 ANNUAL MEMBERSHIP RENEWAL	CAROL STREAM	20180143	02/18/2018	11040110-521110	PD	MEMBERSHIP DUES	\$125.00	0

Page 11 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								125.00	
DUPAGE WATER COMMISSION									
5295									
11973	OPERATIONS & MAINTENANCE FOR	ELMHURST	20174747	01/09/2018	51050110-545520	PW	DUPG WTR COMM-WATER PURCH-	\$221,303.12	9004856
12008	OPERATION & NMAINTENANCE FOR	ELMHURST	20174726	01/30/2018	51050110-545520	PW	DUPG WTR COMM-WATER PURCH-	\$235,269.68	9004858
								456,572.80	
EMANUEL, CELESTE K									
99									
5343-31240	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
ENGINEERING RESOURCE ASSOCIATI									
613									
130202.31	STORMWATER REVIEW	WARRENVILL	20174744	02/24/2018	33480890-532100	PW	PROFESSIONAL SERVICES	\$3,652.54	0
170515.07	R-54-17 GEORGE ST BYPASS STORM	WARRENVILL	20171997	02/24/2017	31080860-536513	PW	ENG SVC - DESIGN	\$5,588.83	0
170516.05	R-55-17 REDMOND RESERVOIR EXP	WARRENVILL	20171998	02/24/2018	31080860-536513	PW	ENG SVC - DESIGN	\$12,901.79	0
								22,143.16	
ENVIRONMENTAL SYSTEMS RESEARC									
12442									
93404240	ARCGIS LICENSE	REDLANDS	20180312	03/04/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$700.00	0
93404240	ARCGIS LICENSE	REDLANDS	20180312	03/04/2018	51050110-532100	PW	PROFESSIONAL SERVICES	\$300.00	0
								1,000.00	
EQUITY PROPERTY MANAGEMENT									
99									
5650-32571	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								90.00	
ERIC LOFGREN									
9									
BV17-11788	REFUND-AUTO TOW FEE			02/23/2018	11000000-430470	FN	AUTO TOWING FEES	\$500.00	157886
								500.00	
ETS INTELLIGENCE, LLC									
809									
18010037	BACKGROUND SCREENING SERVICE	SCHAUMBUR	20180323	03/03/2018	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$70.00	0
								70.00	
EVAN K SUMMERS									
1266									
012218	REIMB-DOWNTOWN DEV-DAVID KINC	BENSENVILLE		02/21/2018	11020170-571013	AD	VOLUNTEER RECOGNITION	\$85.39	0
								85.39	

EXPENDITURE APPROVAL LIST

Page 12 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
EXCEL SCREEN PRINTING AND EMBR 1205									
195483	BEANIE HATS	SCHILLER PAI	20180215	02/18/2018	11010010-571010	FN	INTERGOV'T PROG/CONTRIB.	\$2,182.10	0
								2,182.10	
FAITH COMMUNITY UNITED CHURCH (99									
7750-205398	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
FERRELLGAS 136									
1099574952	REFILL PROPANE GAS CYLINDERS - DENVER		20180226	02/15/2018	11174100-541385	SF	GAS-PROPANE	\$148.29	0
1099574955	REFILL PROPANE GAS CYLINDERS - DENVER		20180226	02/15/2018	11174100-541385	SF	GAS-PROPANE	\$57.48	0
1099708709	REFILL PROPANE GAS CYLINDERS - DENVER		20180227	02/22/2018	11174100-541385	SF	GAS-PROPANE	\$137.02	0
1099708719	REFILL PROPANE GAS CYLINDERS - DENVER		20180227	02/22/2018	11174100-541385	SF	GAS-PROPANE	\$109.20	0
								451.99	
FIRST DATA GLOBAL LEASING 9									
052-1037819	CREDIT CARD FEE			02/15/2018	11030110-540330	FN	BANK/CREDIT CARD FEES	\$192.00	0
								192.00	
FIRST MIDWEST BANK TRUST DIVISIO 12790									
2017	POLICE PENSION 2017	JOLIET	20174728	02/25/2018	11040110-512154	FN	PENSION CONTRIBUTIONS-PD	\$158,015.39	0
2017	POLICE PENSION 2017	JOLIET	20174728	02/25/2018	11040340-512154	FN	PENSION CONTRIBUTIONS - PD	\$504,703.45	0
2017	POLICE PENSION 2017	JOLIET	20174728	02/25/2018	11040360-512154	FN	PENSION CONTRIBUTIONS - PD	\$99,389.54	0
								762,108.38	
FIRST TRANSIT INC 9327									
55450012018	R-151-17 DIAL A RIDE SERVICE-JAN 2	CHICAGO	20180016	03/04/2018	11050118-549990	PW	OTHER CONTRACTUAL SERVICE	\$21,842.18	0
								21,842.18	
FLEETPRIDE INC 511									
89956215	#277 PARTS	DALLAS	20180196	02/09/2018	51050540-542410	PW	R&M VEHICLES	\$17.98	0
91788603	PARTS	DALLAS	20180284	03/04/2018	11050440-542410	PW	R&M VEHICLES	\$11.88	0
								29.86	
FOREST AWARDS & ENGRAVING 10846									
83171	NOTARY STAMPS:SHARON GUEST	WOOD DALE	20180264	02/01/2018	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$28.35	0
83209	NOTARY STAMPS:SHARA DRISCOLL	WOOD DALE	20180264	02/09/2018	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$23.35	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								51.70	
FOUR SEASONS HEATING & AIR COND									
99									
7820-24623	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
7821-24623	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								140.00	
G & K SERVICES									
10180									
6058687512	CLEANING FLOOR MATS-9 S CENTE	MINNETONKA	20180243	02/14/2018	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$30.50	0
6058687516	CLEANING FLOOR MATS-717 E JEFFE	MINNETONKA	20180072	02/14/2018	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$51.08	0
6058693649	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20180318	02/28/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$151.12	0
								232.70	
GARY JOHNSTON									
349									
NOV 2017	TRUCK PERMIT SERVICES - NOV 201	ELBURN	20174737	01/22/2018	11040110-532100	PD	PROFESSIONAL SERVICES	\$261.36	0
								261.36	
GEIB INDUSTRIES									
2833									
539536-001	GUN NOZZLE FITTING	BENSENVILLE	20180197	02/04/2018	51050540-542410	PW	R&M VEHICLES	\$210.24	0
539793-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	11050420-542410	PW	R & M VEHICLES	\$28.65	0
539863-001	GUN NOZZLE FITTING	BENSENVILLE	20180197	02/09/2018	51050540-542410	PW	R&M VEHICLES	\$26.27	0
539864-001	HOSE GUN NOZZLE FITTING WASH E	BENSENVILLE	20180197	02/09/2018	11050440-542110	PW	R&M BUILDING	\$345.08	0
539892-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	11050430-542410	PW	R&M VEHICLES	\$20.26	0
539974-001	PREWET TANK	BENSENVILLE	20180177	02/10/2018	11050420-542410	PW	R & M VEHICLES	\$174.77	0
539981-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	11050420-542410	PW	R & M VEHICLES	\$28.12	0
540015-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$35.73	0
540524-001	SOCKET COUPLER	BENSENVILLE	20180178	02/17/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$34.93	0
540530-001	SOCKET COUPLERS	BENSENVILLE	20180178	02/17/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$84.48	0
540542-001	ANTI ICE TANKS PREP	BENSENVILLE	20180177	02/17/2018	11050420-542410	PW	R & M VEHICLES	\$86.17	0
540542-001	ANTI ICE TANKS PREP	BENSENVILLE	20180177	02/17/2018	11050430-542410	PW	R&M VEHICLES	\$86.17	0
540542-001	ANTI ICE TANKS PREP	BENSENVILLE	20180177	02/17/2018	51050540-542410	PW	R&M VEHICLES	\$86.17	0
540922-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	51050540-542410	PW	R&M VEHICLES	\$87.96	0
541078-001	SUPPLIES	BENSENVILLE	20180301	03/04/2018	11050490-542410	PW	R & M VEHICLES	\$72.22	0
								1,407.22	
GILLIGAN, THOMAS (E)									
1499									
08/21-12/22/17	TUITION REIM-LEGAL & ETHICAL,BUS	BOLINGBROO	20180256	02/25/2018	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$5,752.07	0
								5,752.07	

Page 14 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
GOLD MEDAL-CHICAGO									
9695									
334486	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20180127	02/01/2018	11070790-557810	SF	FOOD ITEMS	\$303.96	0
334970	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20180242	02/16/2018	11070790-557810	SF	FOOD ITEMS	\$420.38	0
								724.34	
GOLDSTEIN, STACY									
99									
7845-37154	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
GRAINGER									
2841									
9676129084	GRAB HANDLE STANLESS STEEL	PALATINE	20180209	02/21/2018	51050540-542410	PW	R&M VEHICLES	\$12.77	0
								12.77	
GREAT LAKE THEATRE SERVICE, LTD									
319									
JAN 2018	JANUARY BOOKING MOVIES FEE	AURORA	20180229	02/19/2018	11070790-541460	SF	BOOKING FEES	\$300.00	0
								300.00	
GREEN HORIZON INC									
811									
9247	SENIOR SNOW PROGRAM 1/16/18	LOMBARD	20180287	03/04/2018	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$700.00	0
								700.00	
GREEN T LAWN CARE, INC									
1230									
1656291	R-23-17 TURF CHEMICAL SERVICES	AURORA	20171021	11/18/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$68.00	0
								68.00	
HANES COMPANIES, INC									
1468									
64-511231	R-10-18 GEO GRID BLOCKS FOR LIOI	CHARLOTTE	20174732	01/20/2018	51050540-542811	PW	R&M RIGHT OF WAY	\$12,694.80	0
								12,694.80	
HASSETT EXPRESS LLC									
99									
7268-36211	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
HAWKINS WATER TREATMENT GROU									
1016									
4219280RI	CHLORINE	PEOTONE	20180294	03/04/2018	51050550-554120	PW	CHEMICALS	\$343.15	0
								343.15	

EXPENDITURE APPROVAL LIST

Page 15 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
HBK WATER METER SERVICE INC									
763									
180062	FIELD TEST @ 1046 S. YORK RD.	PALATINE	20180285	03/04/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$145.00	0
								145.00	
HENDERSON PRODUCTS INC									
1038									
263452	R-77-2017 - SNOW & ICE EQUIPMENT	HUNTLEY	20172220	02/11/2018	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$19,000.00	0
								19,000.00	
HERSHEY CREAMERY COMPANY									
13115									
INVE0012606885	PURCHASE OF ICE CREAM FOR SUN	HARRISBURG	20180245	02/11/2018	11070790-557810	SF	FOOD ITEMS	\$398.94	0
								398.94	
HINCKLEY SPRINGS									
12432									
15420489123117	BOTTLED WATER	CHICAGO	20174703	01/30/2018	11040341-577121	PD	TEEN CENTER	\$62.00	0
								62.00	
HOME DEPOT CREDIT SERVICES									
7665									
0023536	BATTERIES,WOOD CHISEL,JI VIS KNI	LOUISVILLE	20174710	01/28/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$451.83	0
0045923	CROSS CUT DIAG PLIER	LOUISVILLE	20174710	02/07/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$59.88	0
0220651	CREDIT RETURN	LOUISVILLE		01/18/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$-39.94	0
0590709	PARTS AND SUPPLIES-EDGE AND AC	LOUISVILLE	20180059	02/07/2018	11070760-542310	SF	R&M EQUIPMENT	\$14.40	0
0590709	PARTS AND SUPPLIES-EDGE AND AC	LOUISVILLE	20180059	02/07/2018	11174100-542310	SF	R&M EQUIPMENT	\$115.93	0
1036016	JANITORIAL SUPPLIES	LOUISVILLE	20174710	01/07/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$12.97	0
1036016	JANITORIAL SUPPLIES	LOUISVILLE	20174710	01/07/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$27.94	0
1037396	LARGE COMBP WRENCH SET	LOUISVILLE	20174710	01/17/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$99.94	0
1038611	UTP PATCH CABLE	LOUISVILLE	20174710	01/27/2018	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$17.97	0
1053515	MATERIALS AND SUPPLIES- EDGE	LOUISVILLE	20174576	01/17/2018	11174100-542310	SF	R&M EQUIPMENT	\$12.64	0
2035873	AMP CORDED ROTARY KIT,BLEACH	LOUISVILLE	20174710	01/06/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$100.98	0
2046742	SUPPLIES	LOUISVILLE	20180306	03/04/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$23.88	0
2861268	52X77X55 SHED WW	LOUISVILLE	20174710	01/06/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$408.50	0
3171374	CREDIT RETURN	LOUISVILLE		12/06/2017	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$-384.00	0
4012645	DOUGLAS FIR GLOSS DARK GREEN	LOUISVILLE	20174710	01/04/2018	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$58.30	0
4065004	SUPPLIES	LOUISVILLE	20180306	03/04/2018	11050440-542110	PW	R&M BUILDING	\$59.76	0
4172291	PARTS AND SUPPLIES-EDGE AND AC	LOUISVILLE	20180059	02/03/2018	11070760-542310	SF	R&M EQUIPMENT	\$1.58	0
4172291	PARTS AND SUPPLIES-EDGE AND AC	LOUISVILLE	20180059	02/03/2018	11174100-542310	SF	R&M EQUIPMENT	\$12.70	0
5012546	FOAMULAR PROJECT PANET,PLYWC	LOUISVILLE	20174710	01/03/2018	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$50.19	0
5561578	DIABLO STEEL DEMON	LOUISVILLE	20174710	02/02/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$37.94	0
5572141	SUPPLIES FOR REPAIRS - EDGE	LOUISVILLE	20180237	02/22/2018	11174100-542310	SF	R&M EQUIPMENT	\$338.11	0

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
6032259	TOILET SET,SHOE HANDLE BRUSH,L	LOUISVILLE	20180195	02/21/2018	11050440-542110	PW	R&M BUILDING	\$87.38	0
6043841	STUD	LOUISVILLE	20174710	01/12/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$18.36	0
6055189	GAL PIPE, INLINE SUMP,SUBMERSIB	LOUISVILLE	20180156	02/11/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$223.82	0
6172571	SCHLAGE KEY	LOUISVILLE	20180236	02/11/2018	11174100-542310	SF	R&M EQUIPMENT	\$4.76	0
6583654	TORQUE WRENCH,SOCKET SET,CLA	LOUISVILLE	20180236	02/11/2018	11174100-542310	SF	R&M EQUIPMENT	\$154.60	0
7014103	SHEATING PLY GRABBER,DIGESTER	LOUISVILLE	20174710	01/21/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$46.96	0
7014145	SCREW,90 DEG EDGE ELBOW META	LOUISVILLE	20174710	01/21/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$56.62	0
7030918	PLUG STRIP,TICK TESTER,PLUG TES	LOUISVILLE	20180263	02/10/2018	11020190-552135	AD	MATERIAL/SUPPLIES-EQUIPMENT	\$211.59	0
7038001	DAP SILICONE,CONNECTOR,CORD,C	LOUISVILLE	20174710	01/21/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$61.62	0
7043735	ROCK ON,PRIME WHITEWOOD STUD	LOUISVILLE	20174710	01/11/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$17.16	0
7046369	HOMER BUCKET 5GAL	LOUISVILLE	20180156	02/10/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$3.25	0
7171550	CREDIT RETURN-REF 2035873	LOUISVILLE		12/12/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$-99.00	0
7270952	360 LP TANK TOP	LOUISVILLE	20180156	02/10/2018	11050440-542110	PW	R&M BUILDING	\$99.00	0
8023260	HEAVY DUTY O CEDAR POWER COR	LOUISVILLE	20174710	01/20/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$77.31	0
8037894	CLIP CASE	LOUISVILLE	20174710	01/20/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$25.94	0
8055047	O RING,GFCI	LOUISVILLE	20180156	02/09/2018	11050440-542110	PW	R&M BUILDING	\$40.10	0
9030777	40 K TANK HEATER 360 LP TANK TOP	LOUISVILLE	20180156	02/08/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$99.00	0
9041989	STAPLER,BROWN CUBE TAPE EXT C	LOUISVILLE	20174710	12/30/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$84.38	0
9054970	JANITORIAL SUPPLIES	LOUISVILLE	20180157	02/08/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$121.17	0
								2,815.52	
HORIZON DISTRIBUTORS INC									
1280									
S3371871.001	JANITORIAL SUPPLIES	BELVIDERE	20180173	02/23/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$111.32	0
S3371871.001	JANITORIAL SUPPLIES	BELVIDERE	20180173	02/23/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$111.33	0
								222.65	
HR GREEN INC									
876									
116488	R-111-15 ELGIN O'HARE PLAN REV	CEDAR RAPID	20170152	02/14/2018	31080810-536513	PW	ENG SVC - DESIGN	\$2,423.55	0
								2,423.55	
HYGIENE SOLUTIONS INC									
678									
22476	JANITORIAL SERVICES	MONTGOMER	20180329	03/03/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$44.28	0
22577	JANITORIAL SUPPLIES	MONTGOMER	20180329	03/07/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$197.00	0
								241.28	
ICMA_RC RETIREMENT									
3096									
01/26/18	I.C.M.A. WH PR 012618		20180259	03/01/2018	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$10,674.10	9004850
012618	ROTH PR 012618		20180217	03/01/2018	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,168.06	9004852
								11,842.16	

Page 17 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
IL. MUNICIPAL RETIREMENT FUND									
2882									
JAN 2018	IMRF CONTRIBUTIONS JANUARY 201	OAK BROOK	20180258	02/25/2018	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$70,873.86	9004857
								70,873.86	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
012618	IL STATE PR TAX WH PR 012618	SPRINGFIELD	20180260	02/25/2018	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$16,398.77	9004840
								16,398.77	
ILLINOIS DRUG ENFORCEMENT OFFIC									
814									
04/4-04/06/18	2018 CONF REG FEE-RUFFOLO	PLAINFIELD	20180119	01/12/2018	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$260.00	0
								260.00	
ILLINOIS ENVIRONMENTAL PROT. AGI									
9220									
4	WATER REVOLVING FUND WASTEWA	SPRINGFIELD	20180019	01/13/2018	51090920-715100	AD	DEBT SERVICE-PRINCIPAL	\$632,847.58	9004836
4	WATER REVOLVING FUND WASTEWA	SPRINGFIELD	20180019	01/13/2018	51090920-716100	AD	INTEREST EXPENSE	\$270,012.72	9004836
								902,860.30	
ILLINOIS FIRE INSPECTORS ASSOC.									
12683									
19450	2018 CODE ENFORSEMENT TRAININ	BARRINGTON	20180138	02/16/2018	11060640-521510	CD	TRAINING PROGRAMS/SESSIONS	\$350.00	0
								350.00	
ILLINOIS LAW ENFORCEMENT ALARM									
12402									
03/05-03/06/18-BD	2018 ANNUAL ILEAS CONF-3/5-6/1	URBANA	20180311	03/04/2018	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$100.00	0
								100.00	
ILLINOIS PROSECUTOR SERVICE LLC									
44									
2018	2018 OFFENSE GUIDE (ON-LINE)	STANDARD CI	20180139	02/18/2018	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$100.00	0
								100.00	
ILLINOIS PUBLIC RISK FUND									
1195									
45053	MARCH WORKERS COMP/ADMINISTF	TINLEY PARK	20180161	02/15/2018	11020150-562550	AD	CLAIM PAYMENTS-WORKERS COM	\$28,181.00	0
								28,181.00	
ILLINOIS TRUCK ENFORCEMENT ASSI									
451									
2018DMTGCO	2018 ANNUAL MEMBERSHIP-TRUCK I	PALATINE	20180140	02/18/2018	11040110-521110	PD	MEMBERSHIP DUES	\$75.00	0
								75.00	

Page 18 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
J & S PLUMBING									
99									
7414-29652	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								90.00	
J & S PLUMBING INC									
99									
5668-29652	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
JADE DRAGON REST.									
99									
7728-203656	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
JC LICHT, LLC									
1289									
03029351	PAINT	CHICAGO	20180148	02/09/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$23.07	0
								23.07	
JOEL ECHAGARRUA									
1320									
072817	STALE CHECK # 1001599440 7/28/17	STREAMWOO	20180315	03/04/2018	11040110-511120	FN	SALARIES - REGULAR PART-TIME	\$135.32	0
								135.32	
JORSON & CARLSON CO., INC.									
7925									
0527657	(2) ICE SCRAPER KNIVES SHARPEN	ELK GROVE V	20180238	02/01/2018	11174100-542610	SF	R&M OLYMPIA	\$74.38	0
0528333	(1) ICE SCRAPER KNIVES SHARPEN	ELK GROVE V	20180238	02/08/2018	11174100-542610	SF	R&M OLYMPIA	\$39.94	0
								114.32	
JULIE INC									
10934									
2018-0158	JULIE 2018 ASSESSMENT FOR 2018	BEDFORD PAI	20180163	02/07/2018	51050110-521110	PW	MEMBERSHIP DUES	\$1,445.47	0
								1,445.47	
KIEFT BROTHERS INC									
2900									
227756	CEMENT BRICKS	CHICAGO	20180203	02/16/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$232.48	0
								232.48	
KLEIN, THORPE & JENKINS LTD.									
3777									
3386-001	LEGAL SERVICE THRU 12/31/2017	CHICAGO	20174711	02/15/2018	11020120-533110	FN	LEGAL SERVICES	\$686.00	0
								686.00	

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
KOWALCZYK, CHRIS (E)									
951									
40530	IL UST CLASS A/B TRAINING REIM	CAROL STRE/	20180292	03/04/2018	51050570-521510	PW	EDUC/SEMRS/MTGS/TRNG	\$150.00	0
								150.00	
LANER,MUCHIN,DOMBROW,BECKER,I									
11469									
533710	LEGAL SERVICES PERFORMED THRU	CHICAGO	20180341	03/03/2018	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$2,628.75	0
								2,628.75	
LATORIA BROS CONSTRUCTION									
99									
7042-36361	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$405.00	0
								405.00	
LAVORATA, GINNY (E)									
2662									
012218	REIMB-COFFEE SUPPLIES	WOOD DALE	20180149	02/21/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$2.98	0
012218	REIMB-COFFEE SUPPLIES	WOOD DALE	20180149	02/21/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$2.99	0
								5.97	
LAW OFFICES OF JOHN Z TOSCAS									
12719									
011318M/012018M	RED LIGHT MAIL-INV #012018M	PALOS HEIGH	20180314	03/04/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$150.00	0
011818PR	PARK/ORD HEARING-INV #011818PR	PALOS HEIGH	20180280	02/18/2018	11040110-533100	PD	LEGAL SERVICES	\$525.00	0
011818R	RED LIGHT HEARING-INV #011818R	PALOS HEIGH	20180279	02/18/2018	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$275.00	0
								950.00	
LAWSON PRODUCTS INC									
294									
9305533366	LOOSENER	CHICAGO	20180281	03/04/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$218.61	0
								218.61	
LEHUTA, DENNIS C									
99									
5598-306248	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$120.00	0
								120.00	
LINDAHL BROTHERS INC									
338									
6343	R-134-16 SAND STONE DELIVERY & F	BENSENVILLE	20170007	01/11/2018	51050540-579990	PW	DISPOSAL CHARGES	\$1,785.00	0
6343	R-134-16 SAND STONE DELIVERY & F	BENSENVILLE	20170007	01/11/2018	51050560-579990	PW	DISPOSAL CHARGES	\$735.00	0
6432	R-134-16 SAND STONE DELIVERY & F	BENSENVILLE	20170007	01/18/2018	51050540-579990	PW	DISPOSAL CHARGES	\$1,785.00	0
6702	R-143-17 SAND STONE DELIVERY & F	BENSENVILLE	20180005	02/18/2018	51050540-552610	PW	GRAVEL/ASPHALT	\$1,350.05	0
6703	R-143-17 SAND STONE DELIVERY & F	BENSENVILLE	20180005	02/18/2018	51050540-579990	PW	DISPOSAL CHARGES	\$3,185.58	0

Page 20 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								8,840.63	
LINDCO EQUIPMENT SALES INC									
1073									
171089P-C	ANTI ICE EQUIPMENT PARTS	MERRIVLLVILI	20180270	02/17/2018	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$46.27	0
								46.27	
LITHO PREP									
9367									
2018113	500 SMALL EVIDENCE ENVELOPES	BENSENVILLE	20180277	02/17/2018	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$350.00	0
								350.00	
LIVADIC, BEGZUDIN									
99									
3045-21320	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$40,851.00	0
								40,851.00	
M. LIEDTKE									
99									
7753-208702	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
								135.00	
MAHER LUMBER HARDWARE									
2912									
1801-555711	CARHARTT	WOOD DALE	20180179	02/17/2018	51050570-554810	PW	UNIFORMS	\$89.09	0
								89.09	
MARQUARDT & BELMONTE P.C.									
127									
8800	VILLAGE PROCESUTIONS & ADMIN F	WHEATON	20180336	03/02/2018	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$5,189.70	0
								5,189.70	
MC MASTER-CARR SUPPLY COMPANY									
2917									
53665686	COOLANT HOSE,WORM-DRIVE CLAM	CHICAGO	20180180	02/07/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$141.22	0
53666421	AIR FILTERS	CHICAGO	20180180	02/07/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$108.48	0
53760753	OIL RESISTART COMPRESSIBLE BUN	CHICAGO	20180180	02/08/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$24.84	0
53761529	OIL RESISTANT COMPRESSIBLE BUN	CHICAGO	20180180	02/08/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$37.26	0
53987396	SECURITY LIGHT,PUSH IN LIGHT BUI	CHICAGO	20180180	02/10/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$85.32	0
54071750	MESS SCREEN POLYPROYLENE STR	CHICAGO	20180181	02/11/2018	11050420-542410	PW	R & M VEHICLES	\$30.40	0
54072156	MESS SCREEN POLYPROYLENE STR	CHICAGO	20180181	02/11/2018	11050420-542410	PW	R & M VEHICLES	\$60.80	0
54286151	DRILL BIT,SS WASHERS,LUBRICANT	CHICAGO	20180199	02/15/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$87.66	0
54286151	DRILL BIT,SS WASHERS,LUBRICANT	CHICAGO	20180199	02/15/2018	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$13.60	0
								589.58	

EXPENDITURE APPROVAL LIST

Page 21 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MCCANN INDUSTRIES INC									
2916									
07232027	SERVICE WHEEL LOADER,HYD GLU	CHICAGO	20180152	02/07/2018	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$123.75	0
07232027	SERVICE WHEEL LOADER,HYD GLU	CHICAGO	20180152	02/07/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$123.75	0
07232027	SERVICE WHEEL LOADER,HYD GLU	CHICAGO	20180152	02/07/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$123.75	0
07232027	SERVICE WHEEL LOADER,HYD GLU	CHICAGO	20180152	02/07/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$123.75	0
								495.00	
MENARDS-GLENDALE HEIGHTS									
11265									
71192	SOC TEE PVC,HOSE BARB,ADAPTER	GLENDALE HI	20174717	01/05/2018	51050540-552520	PW	WATER MAIN PARTS	\$177.03	0
96075	COMPOSITE SCOOP,AJAX ORNAGE :	GLENDALE HI	20180192	02/04/2018	11050440-542110	PW	R&M BUILDING	\$13.13	0
96076	GAS VALVE	GLENDALE HI	20180192	02/04/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$23.95	0
96590	BLACK TEE,UNION,NIPPLE,PIPE COL	GLENDALE HI	20180192	02/10/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$142.22	0
97714	SUPPLIES	GLENDALE HI	20180309	03/04/2018	11050440-542110	PW	R&M BUILDING	\$41.82	0
								398.15	
METRO TANK AND PUMP COMPANY									
99									
5711-32708	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
METROPOLITAN ALLIANCE POLICE									
8009									
JAN 2018	POC UNION DUES JAN 2018	BOLINGBROO	20180220	02/25/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$884.00	9004845
								884.00	
MICHAEL LARSON									
1296									
013118	REFRESHMENTS-DUPAGE FIRE TAS	LOCKPORT	20180274	03/02/2018	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$61.00	0
								61.00	
MICROSYSTEMS, INC.									
8953									
I000078197	MICROFILM STORAGE FEE	NORTHBROOK	20180321	02/01/2018	11040110-541160	PD	PRNTG, BINDING & DUPLICAT	\$210.00	0
								210.00	
MIDWEST ELITE EXTERIORS LLC									
99									
7205-36164	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
MILLER COOPER & CO LTD									
1163									
FEB 2018	HEALTH INSURANCE FEB 2018	DEERFIELD	20180252	03/09/2018	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$135,932.71	9004854

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
FEB 2018	HEALTH INSURANCE FEB 2018	DEERFIELD	20180252	03/09/2018	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$969.87	9004854
FEB 2018	HEALTH INSURANCE FEB 2018	DEERFIELD	20180252	03/09/2018	11000000-214160	FN	PAYROLL DEDUCT'N-DENTAL INS	\$8,644.30	9004854
								145,546.88	
MILLER INDUSTRIAL									
6509									
786234	THREAD SEAL TAPE,CORD,PLIERS	ELK GROVE V	20180187	02/04/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$54.84	0
786235	PROBE SET,HEX KEY BALL DRVR	ELK GROVE V	20180187	02/04/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$42.28	0
786703	WIRE STEEL GALV,CABLE TIE	ELK GROVE V	20180187	02/09/2018	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$18.87	0
786922	BUSHING HEX	ELK GROVE V	20180187	02/10/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1.61	0
787714	ALL PURPOSE SPONGE,MULTI PURP	ELK GROVE V	20180188	02/16/2018	51050540-542410	PW	R&M VEHICLES	\$22.48	0
787714	ALL PURPOSE SPONGE,MULTI PURP	ELK GROVE V	20180188	02/16/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$12.57	0
787972	HANGER CONDUIT #4 W/BOLT	ELK GROVE V	20180188	02/17/2018	11050420-542410	PW	R & M VEHICLES	\$7.16	0
788431	FASTENERS	ELK GROVE V	20180211	02/22/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$0.68	0
								160.49	
MISCELLANEOUS FOR UT									
426									
212875003-29931	CREDIT REFUND-FINAL BILL			02/24/2018	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$100.00	0
243875001-33711	CREDIT REFUND-FINAL BILL			02/24/2018	51000000-209900	FN	LIABILITY SUSPENSE CLRG	\$100.00	0
								200.00	
MONTANA & WELCH LLC									
1410									
10868	LEGAL SERVICE FOR DEC 2017	PALOS HEIGH	20174730	02/22/2018	11020120-533110	AD	LEGAL SERVICES-CODE ENFORCI	\$831.25	0
10868	LEGAL SERVICE FOR DEC 2017	PALOS HEIGH	20174730	02/22/2018	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTERS	\$13,106.25	0
								13,937.50	
MONTY'S BANQUETS									
5630									
020618	SENIOR LUNCHEON-02/06/18	BENSENVILLE	20180342	03/09/2018	11070110-577125	AD	SENIOR CITIZEN PROGRAMS	\$2,016.00	0
								2,016.00	
MUNICIPAL GIS PARTNERS INC									
1080									
3525	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	01/30/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.71	0
3525	R-135-16 GIS CONSORTIUM SERVICE	DES PLAINES	20170012	01/30/2018	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,343.71	0
4094	SUPPLIES	DES PLAINES	20180010	03/04/2018	11050110-532100	PW	PROFESSIONAL SERVICES	\$3,415.72	0
4094	SUPPLIES	DES PLAINES	20180010	03/04/2018	51050110-532100	PW	PROFESSIONAL SERVICES	\$3,415.73	0
								13,518.87	
NALCO CROSSBOW WATER, LLC									
942									
2233870	LAB SUPPLIES	GLENWOOD	20180291	03/04/2018	51050570-552550	PW	LAB SUPPLIES	\$122.24	0

Page 23 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								122.24	
NCPERS IL IMRF									
5424									
05820218	IMRF LIFE INSURANCE PREMIUM	DALLAS	20180316	02/22/2018	11000000-214120	FN	PAYROLL DEDUCT'N-LIFE INS	\$160.00	0
								160.00	
NICOR									
2673									
0573340000-1217	SERVICE FROM 12/07-01/09/18-15 S C	CAROL STRE/	20174696	02/08/2018	11070790-541370	SF	ELECTRICITY	\$172.00	0
1817192834-1217	SERVICE FROM 12/07-01/09/18-302 W	CAROL STRE/	20174706	02/08/2018	11040341-577121	PD	TEEN CENTER	\$103.50	0
5486340000-1217	SERVICE FROM 12/07-01/09/18-9 S CE	CAROL STRE/	20174695	02/08/2018	11070790-541370	SF	ELECTRICITY	\$386.04	0
5745557955-1217	SERVICE FROM 12/07-01/09/18-302 W	CAROL STRE/	20174705	02/08/2018	11040341-577121	PD	TEEN CENTER	\$237.85	0
								899.39	
NORTH EAST MULTI-REGIONAL TRNG									
2941									
230077	TRAINING-PTAK/STAFFELDT	NORTH AURO	20174734	02/04/2018	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$375.00	0
								375.00	
NYBERG ENTERPRISES INC									
99									
7200-35877	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
ON THE MARK WATER SERVICE									
786									
1319	VALVE REPAIR	HOMETOWN	20180204	02/22/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$600.00	0
1319A	VALVE SERVICE	HOMETOWN	20174731	02/22/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$800.00	0
1320	VALVE REPAIR	HOMETOWN	20180205	02/22/2018	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,080.00	0
								3,480.00	
PADDOCK PUBLICATIONS INC									
7111									
01/06-03/02/18	NEWSPAPER/DAILY HERALD	CAROL STRE/	20180071	02/05/2018	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$56.80	0
								56.80	
PARENT PETROLEUM									
11416									
1169089	HYDRAULIC OIL	ST CHARLES	20180193	02/10/2018	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$268.95	0
								268.95	
PARTNERS AND PAWS VETERINARY S									
819									
50676	TEST FOR ARSON K-9 ZOE-INV #50	LISLE	20180288	03/04/2018	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$29.90	0
								29.90	

Page 24 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
PATSON INC									
691									
1909721	REGULATOR,GASKET,HOSE COOLANT	ELMHURST	20180167	02/04/2018	11050420-542410	PW	R & M VEHICLES	\$119.39	0
1910301	VEE BELT #274	ELMHURST	20180167	02/04/2018	11050420-542410	PW	R & M VEHICLES	\$16.30	0
								135.69	
PATTEN INDUSTRIES, INC.									
4352									
M0210301	EQUIPMENT RENTAL 1/3/18-01/9/18	ELMHURST	20180186	02/09/2018	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$1,445.00	0
								1,445.00	
PAYLOCITY									
12843									
012618	PAYROLL FEES PR 012618	ARLINGTON H	20180223	02/25/2018	11030110-532310	FN	PAYROLL SERVICES	\$1,520.83	9004841
								1,520.83	
PIOQUINTO CAMARGO									
99									
7744-301590	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
POINTE INDUSTRIES									
4541									
824002-0	OFFICE SUPPLIES	WOOD DALE	20180041	02/09/2018	11020190-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$496.59	0
824152-0	OFFICE SUPPLIES	WOOD DALE	20180137	02/10/2018	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$87.55	0
824152-1	OFFICE SUPPLIES	WOOD DALE	20180137	02/11/2018	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$28.92	0
825060-0	OFFICE SUPPLIES	WOOD DALE	20180233	02/17/2018	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$41.02	0
								654.08	
R J CONCRETE INC									
99									
6253-33951	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$105.00	0
								105.00	
RAJA, AAMNA									
99									
6981-29246	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
RAM FIRE PROTECTION									
99									
7835-17944	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
RED WING SHOE STORE									
936									

Page 25 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
225-1-19959	SAFETY BOOTS-ED DEANDA	DALLAS	20180171	02/17/2018	51050540-554810	PW	UNIFORMS	\$300.00	0
225-1-20020	SAFETY BOOTS-MAX GEIB	DALLAS	20180171	02/17/2018	51050540-554810	PW	UNIFORMS	\$169.99	0
225-1-20396	SAFETY BOOTS TERRY BENNETT	DALLAS	20180290	03/04/2018	51050570-554810	PW	UNIFORMS	\$157.24	0
700-1-2795	SAFETY BOOTS GREG GREB	DALLAS	20180200	02/20/2018	11050490-554810	PW	UNIFORMS - PURCHASE	\$178.49	0
								805.72	
REGIONAL TRUCK EQUIPMENT									
2972									
208108	PARTS	ADDISON	20174719	01/26/2018	11050420-542410	PW	R & M VEHICLES	\$461.27	0
208605	PARTS	ADDISON	20180182	02/11/2018	11050420-542410	PW	R & M VEHICLES	\$115.60	0
								576.87	
RENZI & ASSOCIATES INC.									
1500									
17-158	APPRAISAL SERVICES 300-30 COUN	ROSEMONT	20174729	08/27/2017	11020120-533110	FN	LEGAL SERVICES	\$5,500.00	0
								5,500.00	
REPUBLIC SERVICES									
8087									
0010062-0118	REFUSE DISPOSAL FOR JAN 2018	LOUISVILLE	20180339	03/02/2018	57020580-579990	FN	DISPOSAL CHARGES	\$91,589.01	0
								91,589.01	
RES PUBLICA GROUP									
1322									
2040	MONTHLY RETAINER FOR NOV 2017	CHICAGO	20174753	12/30/2017	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
								4,000.00	
RMA SUPPLY, INC									
1110									
5039133	FAN BLADE	NILES	20180198	02/21/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$17.00	0
								17.00	
ROESCH FORD									
486									
77877FOWG	TRANSMISSION SWITCH-SQ #315	BENSENVILLE	20174743	01/12/2018	11040110-542410	PD	R&M VEHICLES	\$72.33	0
78588FOWG	WASHER SPRAYERS/HOSE-SQ #309	BENSENVILLE	20180273	02/09/2018	11040110-542410	PD	R&M VEHICLES	\$31.96	0
78589FOWG	WINDSHIELD WASHER BOTTLE-SQ #	BENSENVILLE	20180272	02/09/2018	11040110-542410	PD	R&M VEHICLES	\$59.14	0
78781FOWG	MIRROW FOR #219	BENSENVILLE	20180201	02/15/2018	51050540-542410	PW	R&M VEHICLES	\$168.75	0
78834FOWG	VALVE FOR #224	BENSENVILLE	20180166	02/17/2018	51050540-542410	PW	R&M VEHICLES	\$220.29	0
78835FOWG	KEY FOR #225	BENSENVILLE	20180201	02/16/2018	11050420-542410	PW	R & M VEHICLES	\$49.94	0
78850FOWG	RADIO FOR SQUAD #323-INV #7885	BENSENVILLE	20180282	03/04/2018	11040110-542410	PD	R&M VEHICLES	\$237.50	0
78990FOWG	PARTS	BENSENVILLE	20180283	03/04/2018	11050440-542410	PW	R&M VEHICLES	\$38.49	0
79032FOWG	PARTS	BENSENVILLE	20180283	03/04/2018	11050110-542410	PW	R&M VEHICLES	\$105.00	0
								983.40	

FOR CHECKS DATED: 2/13/2018

CHECK AMOUNT	W/T/MANUAL CHECK #
-----------------	-----------------------

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ROMINGER CONSTRUCTION									
99									
7807-37030	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$135.00	0
								135.00	
RUSH TRUCK CENTER OF ILLINOIS, IN									
909									
3009082411	ARM STEERING GEAR PITMAN ARM #	CAROL STRE/	20180170	02/09/2018	11050420-542410	PW	R & M VEHICLES	\$135.00	0
3009096862	HANDLE WINDOW REGULATOR #259	CAROL STRE/	20180170	02/10/2018	51050540-542410	PW	R&M VEHICLES	\$46.90	0
3009129228	THREE WAY SWITCH,ABSORBER SE	CAROL STRE/	20180170	02/14/2018	11050430-542410	PW	R&M VEHICLES	\$69.02	0
3009129239	HOUSING SW ASSY 2/3PK 2LYR #254	CAROL STRE/	20180170	02/10/2018	11050430-542410	PW	R&M VEHICLES	\$235.00	0
								485.92	
RUSSO POWER EQUIPMENT									
8166									
4663320	BLADE ROTOR,SCRAPER,SCRAPER	SCHILLER PAI	20180189	02/14/2018	11050440-542110	PW	R&M BUILDING	\$94.94	0
								94.94	
SAFEBUILT ILLINOIS, LLC									
1212									
0035939-IN	INSPECTIONAL SVC. FOR NOV 2017	LOVELAND	20174712	12/30/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$6,623.75	0
0036715-IN	PLAN REVIEW FOR DEC 2017	LOVELAND	20174745	01/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,360.00	0
123117BENSVL-1	INSPECTION SERVICE-DEC 2017	LOVELAND	20174745	01/30/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$6,063.75	0
								14,047.50	
SAFETY KLEEN SYSTEMS INC									
906									
75546909	PARTS WASHER	RICHARDSON	20180169	02/07/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$266.60	0
								266.60	
SEAN HERBERT MILNES									
1501									
1	SENIOR SNOW PLOW SERVICE 1/15/	MELROSE PAI	20180298	03/04/2018	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$550.00	0
								550.00	
SECRETARY OF STATE OF ILLINOIS									
7514									
799561	NOTARY APPL RENEWAL-CAROL BAF	SPRINGFIELD	20180276	03/02/2018	11040110-561310	PD	PERMITS & LICENSES	\$10.00	0
								10.00	
SESAC									
710									
10147998	2018 SESAC MUSIC LICENSE FEE-ML	NASHVILLE	20180118	01/13/2018	11070110-577012	SF	MUSIC IN THE PARK	\$417.00	0
								417.00	

EXPENDITURE APPROVAL LIST

Page 27 of 32

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
SHAMBAUGH + SON									
99									
7215-36580	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$30.00	0
								30.00	
STATE CHEMICAL MANUFACTURING C									
8034									
900337058	STATE BIOMATE D5, PIT RAIDER,	CLEVELAND	20180307	03/04/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$577.80	0
								577.80	
STATE DISBURSEMENT UNIT									
13020									
012618	CHILD SUPPORT PR WH PR 012618	CAROL STRE/	20180224	02/25/2018	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$938.12	9004844
								938.12	
STEWART SPREADING, INC									
921									
11898	R-4-17 SLUDGE HAULING/LAND APPI	SHERIDAN	20170305	01/12/2018	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$27,073.71	0
								27,073.71	
SUBURBAN LABORATORIES INC.									
3008									
151903	PRETREATMENT-DOUMAK	GENEVA	20180102	02/18/2018	51050577-543510	PW	LABORATORY TESTING	\$673.18	0
151906	PRETREATMENT-KERRY GROUP	GENEVA	20180102	02/18/2018	51050577-543510	PW	LABORATORY TESTING	\$64.80	0
								737.98	
TEAMSTER'S LOCAL UNION NO.700									
11633									
JAN 2018	POLICE SGT UNION DUES JAN 2018	PARK RIDGE	20180221	02/25/2018	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$252.00	9004846
								252.00	
TEE JAY SERVICE									
9264									
148012	EDGE DOORS CIP IMPROV.	AURORA	20174707	11/30/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTL	\$2,149.50	0
								2,149.50	
THE BANK OF NEW YORK MELLON									
9765									
252-2081509	ADMIN FEE - GENERAL OBLICATION	DALLAS	20180317	02/22/2018	37490920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
								750.00	
THE STEVENS GROUP, LLC									
1440									
0042206	TIME CARDS	ELMHURST	20180067	02/14/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$94.00	0
0042206	TIME CARDS	ELMHURST	20180067	02/14/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$94.00	0

Page 28 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								188.00	
THE VILLAGE FLOWER SHOP									
12721									
14441	LUCANIO FUNERAL HOME-ORONZO I	BENSENVILLE	20180267	02/20/2018	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$157.50	0
								157.50	
THE WARNIMONT CORPORATION									
1497									
C385039	EXTERSION CORD	WOOD DALE	20180175	02/17/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$37.99	0
C385346	MISC HARDWARE	WOOD DALE	20180206	02/21/2018	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$2.80	0
C385622	HAND CLEANER WIPES	WOOD DALE	20180297	03/04/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$24.99	0
								65.78	
THOMAS A. MOLLOY, LTD.									
1454									
170159	PROFESSIONAL SERVICES-514 E PIN	BENSENVILLE	20174746	02/23/2018	11060110-576010	CD	ECONOMIC DEVELOPMENT INITIA	\$3,650.00	0
								3,650.00	
THOMPSON ELEVATOR									
3981									
17-3897	THOMPSON ELEVATOR TEST-213 WA	MT PROSPEC	20174736	01/17/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$50.00	0
18-0102	THOMPSON ELEVATOR TEST	MT PROSPEC	20174722	02/17/2018	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$50.00	0
								100.00	
THOMPSON RENTAL STATION, INC.									
3016									
556423-1	PROPANE	BENSENVILLE	20174715	01/19/2018	51050540-554110	PW	FUEL/GAS/OIL	\$37.45	0
556673-1	KEROSENE CANS,FUEL KAROSENE	BENSENVILLE	20180183	02/01/2018	51050540-552520	PW	WATER MAIN PARTS	\$99.80	0
556709-1	PROPANE FUEL REFILL	BENSENVILLE	20180183	02/02/2018	51050540-552520	PW	WATER MAIN PARTS	\$35.98	0
556727-1	WRENCH TORQUE MULTIPLIER,SOCI	BENSENVILLE	20180183	02/04/2018	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$55.00	0
556749-1	PROPANE REFILL	BENSENVILLE	20180183	02/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$17.99	0
556941-1	PROPANE TANKS REFILL	BENSENVILLE	20180183	02/15/2018	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$46.24	0
								292.46	
TRAVELERS									
12992									
000533154	DAYCARE COMPANY CLAIM/J.WATSC	DALLAS	20180327	03/02/2018	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$2,466.00	0
								2,466.00	
TREASURY DIRECT									
11906									
012618	SAVINGS BONDS PR 012618		20180222	03/01/2018	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BOI	\$25.00	9004851
								25.00	

FOR CHECKS DATED: 2/13/2018

CHECK AMOUNT	W/T/MANUAL CHECK #
100.00	1000
200.00	2000
300.00	3000
400.00	4000
500.00	5000
600.00	6000
700.00	7000
800.00	8000
900.00	9000
1000.00	10000
1100.00	11000
1200.00	12000
1300.00	13000
1400.00	14000
1500.00	15000
1600.00	16000
1700.00	17000
1800.00	18000
1900.00	19000
2000.00	20000
2100.00	21000
2200.00	22000
2300.00	23000
2400.00	24000
2500.00	25000
2600.00	26000
2700.00	27000
2800.00	28000
2900.00	29000
3000.00	30000
3100.00	31000
3200.00	32000
3300.00	33000
3400.00	34000
3500.00	35000
3600.00	36000
3700.00	37000
3800.00	38000
3900.00	39000
4000.00	40000
4100.00	41000
4200.00	42000
4300.00	43000
4400.00	44000
4500.00	45000
4600.00	46000
4700.00	47000
4800.00	48000
4900.00	49000
5000.00	50000
5100.00	51000
5200.00	52000
5300.00	53000
5400.00	54000
5500.00	55000
5600.00	56000
5700.00	57000
5800.00	58000
5900.00	59000
6000.00	60000
6100.00	61000
6200.00	62000
6300.00	63000
6400.00	64000
6500.00	65000
6600.00	66000
6700.00	67000
6800.00	68000
6900.00	69000
7000.00	70000
7100.00	71000
7200.00	72000
7300.00	73000
7400.00	74000
7500.00	75000
7600.00	76000
7700.00	77000
7800.00	78000
7900.00	79000
8000.00	80000
8100.00	81000
8200.00	82000
8300.00	83000
8400.00	84000
8500.00	85000
8600.00	86000
8700.00	87000
8800.00	88000
8900.00	89000
9000.00	90000
9100.00	91000
9200.00	92000
9300.00	93000
9400.00	94000
9500.00	95000
9600.00	96000
9700.00	97000
9800.00	98000
9900.00	99000
10000.00	100000

[illegible]

Page 30 of 32

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
UNLIMITED SAFE-T ROOFING LLC									
99									
7693-34787	BOND REFUND			02/22/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$70.00	0
								70.00	
US PLUMBING & HEATING SUPPLY CC									
995									
20770E	ANTI ICE TANK SUPPLIES	ELK GROVE V	20180293	03/04/2018	11050420-542410	PW	R & M VEHICLES	\$16.55	0
								16.55	
USABLUEBOOK									
6491									
462373	HACH DPD,FREE CHLORINE REAGEN	GURNEE	20180202	02/10/2018	51050550-554120	PW	CHEMICALS	\$432.00	0
466797	VALVE ASSEMBLY, PIPE MOUNT	GURNEE	20180305	03/04/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$245.69	0
467970	VALVE ASSEMBLY, PIPE MOUNT	GURNEE	20180305	03/04/2018	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$81.14	0
								758.83	
UTILITY DYNAMICS CORP.									
5881									
0117-2288	R-109-17 CDBG RESIDENTIAL STREE	OSWEGO	20172968	02/16/2018	31080810-596000	PW	CAPITAL CONSTRUCTION	\$51,415.74	0
								51,415.74	
V SENG TEAMING CO									
99									
7514-26730	BOND REFUND			03/08/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$180.00	0
								180.00	
VERIZON WIRELESS									
11240									
4420038651-0118	SERVICE FROM 12/24-01/23/18-12 S C	LEHIGH VALLI	20180340	02/22/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$3,798.85	0
4420038651-1217	SERVICE FROM 11/24-12/23/17-12 S C	LEHIGH VALLI	20174752	01/22/2018	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$3,707.14	0
4420038652-0118	SERVICE FROM 12/24-01/23/18-IPAD	LEHIGH VALLI	20180319	02/22/2018	11020180-541315	FN	CELL PHONE SERVICE & EQUPME	\$296.45	0
5855200141-0118	SERVICE FROM 12/20-01/19/18-545 E	LEHIGH VALLI	20180334	02/18/2018	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$556.48	0
5855200141-1217	SERVICE FROM 11/20-12/19/17-345 E	LEHIGH VALLI	20174750	01/18/2018	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$545.81	0
								8,904.73	
VILLAGE OF BENSENVILLE									
3100									
012618	POLICE PENSION PR WH PR 012618		20180261	03/01/2018	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSIO	\$13,301.92	9004849
								13,301.92	
VITAL SIGNS USA INC									
99									
7741-21742	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$130.00	0
								130.00	

FOR CHECKS DATED: 2/13/2018

CHECK AMOUNT	W/T/MANUAL CHECK #
-----------------	-----------------------

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
VSY LLC									
99									
7438-36372	BOND REFUND			03/07/2018	75000000-226283	CD	DEPOSITS-PERFORMANCE BD RC	\$90.00	0
								90.00	
WAREHOUSE DIRECT INC									
1077									
3761062-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$21.97	0
3761062-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$21.97	0
3761062-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$13.00	0
3762581-0	OFFICE SUPPLIES	DES PLAINES	20180110	02/15/2018	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$61.29	0
3768277-0	CLEANING SUPPLIES	DES PLAINES	20180214	02/18/2018	11070720-552110	FN	MATERIALS/SUPPLIES-OPERATION	\$135.37	0
3768277-1	CLEANING SUPPLIES	DES PLAINES	20180214	02/21/2018	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$340.89	0
3778309-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$80.89	0
3778309-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	51050110-551110	PW	MATERIAL/SUPPLIES	\$51.41	0
3778309-0	OFFICE SUPPLIES	DES PLAINES	20180295	03/04/2018	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$34.15	0
								760.94	
WENTWORTH TIRE-BENSENVILLE									
3510									
40016647	VEHICLE #553 TIRE REPLACEMENT	BENSENVILLE	20180136	02/04/2018	11060640-542410	CD	R&M VEHICLES	\$122.73	0
40016821	TIRES FOR #253	BENSENVILLE	20180185	02/14/2018	11050420-542410	PW	R & M VEHICLES	\$378.28	0
40016962	4 NEW TIRE FOR SQUAD #315-INV	BENSENVILLE	20180303	03/04/2018	11040110-542410	PD	R&M VEHICLES	\$551.96	0
40016982	TIRES FOR #228	BENSENVILLE	20180210	02/21/2018	51050540-542410	PW	R&M VEHICLES	\$135.44	0
								1,188.41	
WEST GROUP									
8192									
837486763	MONTHLY "CLEAR" FEE-DEC 2017	CAROL STRE/	20174702	01/31/2018	11040110-525010	PD	BOOKS/PAMPHLETS/PUBLICATION	\$549.00	0
								549.00	
WEST SIDE TRACTOR SALES CO									
8511									
N61526	WINDOW FOR #267	CHICAGO	20180190	02/10/2018	51050540-542410	PW	R&M VEHICLES	\$570.81	0
W60943	PARTS	CHICAGO	20180308	03/04/2018	11050430-542410	PW	R&M VEHICLES	\$224.11	0
								794.92	
WESTBROOK STRATEGIC CONSULTAI									
1198									
FEB 2018	CONSULTING SERVICE FOR FEB 201	WESTCHESTER	20180324	03/03/2018	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								3,750.00	
WIGHT CONSTRUCTION SERVICES, IN									
1356									

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/13/2018

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
07-3200-02-11	R-NO.157 EDGE ICE ARENA RENOVAT	DARIEN	20174727	01/30/2018	11174100-591000	SF	CAPITAL OUTLAY - BLDG & STRUC	\$35,909.43	0
								35,909.43	
WINKLER'S TREE & LANDSCAPING, IN									
729									
102468	R-141-17 2017-2018 PARKWAY TRE	LAGRANGE P,	20180007	03/04/2018	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$10,730.50	0
								10,730.50	
YORK INTERNATIONAL CORPORATION									
1288									
8610925-00	HVAC PARTS	DALLAS	20180296	03/04/2018	11050440-542110	PW	R&M BUILDING	\$42.80	0
8611583-00	HVAC PARTS	DALLAS	20180296	03/04/2018	11050440-542110	PW	R&M BUILDING	\$110.30	0
								153.10	
YOUR FRIENDLY SHOPPER									
6022									
298011	ADVERTISEMENT TO BID - TREE REM	MACHESNEY	20174735	11/18/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$33.75	0
								33.75	
ZIEBELL WATER SERVICE									
3045									
240216-000	WATER MAIN PART	ELK GROVE V	20180184	02/04/2018	51050540-552520	PW	WATER MAIN PARTS	\$1,884.96	0
240292-000	TOOLS	ELK GROVE V	20180302	03/04/2018	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$155.00	0
								2,039.96	

CHECK TOTAL: **1,837,590.61**

WIRE/MANUAL TOTAL: **1,709,179.61**

EXPENDITURE TOTAL: **3,546,770.22**

TYPE:Resolution**SUBMITTED BY:**Gary Ferguson**DEPARTMENT:**Human Resources**DATE:**February 13, 2017**DESCRIPTION:**A Resolution Approving the Revised Employee Handbook for the Village of Bensenville***SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:***

<input checked="" type="checkbox"/> <i>Financially Sound Village</i>	<i>Enrich the lives of Residents</i>
<input checked="" type="checkbox"/> <i>Quality Customer Oriented Services</i>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/> <i>Safe and Beautiful Village</i>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

The current employee handbook was approved in 2015. Since then, the Village has items (as listed below) which requires a revision to the current policies. In addition, the Village is adding new policies to the handbook. The below mentioned summary shows the revision and/or new policy placed in the employee handbook.

- 1.03 - Equal Opportunity Employer
- 1.07 - Sexual Harassment Policy
- 2.10 - Bio-metric Information Security Policy (New)
- 3.02 - Minimum Standards for Hiring
- 4.03 - Holiday Pay
- 4.04 - Vacation Carryover
- 4.05 - Sick Leave
- 8.01 - Equipment Accountability Policy
- 8.02 - Credit Card Usage Policy
- 8.03 - Travel and Business Expense Policies

KEY ISSUES:

Key issues are described as below.

Policy 1.03 and 1.07 (Sexual Harassment Policy) are connected and they are revised per the requirement of the new State legislation.

Policy 2.10 is a newly added policy which allows us to collect the bio-metric data to be used for the punch in and punch out for the time keeping purposes.

Policy 3.20 is revised to reflect that we can hire an employee of 15 years of age subject to work permit from their school.

Policy 4.03 is revised to reflect that in order to be eligible for Holiday Pay, the employee either has to be present or use the vacation days immediately before and after the holiday.

Policy 4.04 allows to carryover one week (5 days) of vacation beyond anniversary date subject to Village Manager's approval.

Policy 4.05 is revised to reflect the IMRF requirement and to avoid the accelerated payments. On retirement or termination, sick leave will be paid out after four (4) pay period.

Policy 8.01 is a new policy which holds employee accountable for equipment assigned and also indemnifies

the Village in case of violation of policy.

Policy 8.02 is also a new policy which defines the rules for conducting business using the Village credit card.

Policy 8.03 is a new policy defining the travel and business expense policies.

ALTERNATIVES:

Approve the updated Employee Handbook or at the discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the changes made to the Employee Handbook.

BUDGET IMPACT:

None

ACTION REQUIRED:

Approval of a Resolution authorizing changes to the Employee Handbook for the Village of Bensenville.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/7/2018	Resolution Letter
Final Version	2/7/2018	Backup Material
Redlined Version	2/7/2018	Backup Material

RESOLUTION NO. R-_____

A RESOLUTION ADOPTING A REVISED
EMPLOYEE HANDBOOK

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter “VILLAGE”) is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the VILLAGE has an “Employee Handbook” that is the VILLAGE staff manual of personnel policies and procedures; and

WHEREAS, it is sometimes necessary to modify the Employee Handbook based on new state or federal legislation, and based on past practice or new policy; and

WHEREAS, the Employee Handbook is not intended to create nor should it be construed to constitute any type of employment contract, promise, or guarantee between the Village of Bensenville and its employees; and

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to revise the Employee Handbook, which is attached hereto and incorporated herein by reference as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTIONONE: The recitals set forth above are incorporated herein and made a part Hereof.

SECTIONTWO: The Employee Handbook is hereby revised, the official copy of which is attached hereto and incorporated herein by reference as Exhibit “A.”

SECTIONTHREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this _____ day of February, 2018.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____



EMPLOYEE HANDBOOK

TABLE OF CONTENTS

Contents

EMPLOYEE HANDBOOK.....	1
TABLE OF CONTENTS.....	1
Article 1. General	4
Section 1.01 Disclaimer	4
Section 1.02 Collective Bargaining Agreements	4
Section 1.03 Equal Opportunity Employer	4
Section 1.04 Drug & Alcohol Policy	7
Section 1.05 Smoking Policy.....	9
Section 1.06 Sexual Harassment Policy	9
1.06.1 Definition of Sexual Harassment	10
1.06.2 Responsibilities of Employees	11
1.06.3 Responsibilities of Others who do business with the Village	11
1.06.4 Procedures for Filing a Complaint of Sexual or Other Harassment	12
1.06.5 Reprisal or Retaliation is Prohibited	13
Section 1.07 Loss Control Policy Statement.....	15
Section 1.08 Use of Cellular Devices While Operating Vehicles	16
Section 1.09 E-Mail, Internet & Other Electronic Communications	16
1.09.1 Definitions.....	16
1.09.2 Responsibility	24
Article 2. Personnel	25
Section 2.01 Personnel Files.....	25
Section 2.02 Employee Identification Cards.....	25
Section 2.03 Mileage Allowance.....	25
Section 2.04 Probationary Period - New Employees	25
Section 2.05 Job Openings	25
Section 2.06 Part - Time Employees.....	26
Section 2.07 Light Duty.....	26
Section 2.08 Disciplinary Action	26
Section 2.09 Separation Provisions	27
2.09.1 Procedure	27

2.09.2 Exit Interviews	27
Section 2.10 Biometric Information Security Policy.....	27
Article 3. Conditions of Employment (not all inclusive)	31
Section 3.01 Residency Restrictions	31
Section 3.02 Outside Employment	31
Section 3.03 Conflict of Interest	32
Section 3.04 General Village Code Of Ethics:	32
Section 3.05 Hiring Constraints	34
3.05.1 Minimum Standards.....	34
3.05.2 Hiring Of Relatives.....	35
Section 3.06 Recruitment Policy	35
Section 3.07 Code of Conduct and Whistleblower Protection Policy.....	35
3.07.1 Scope	35
3.07.2 Ethical Standards.....	35
Article 4. Work Attendance and Leave	38
Section 4.01 Hours of Work	38
Section 4.02 Political Activities	38
Section 4.03 Holidays.....	39
4.03.1 Holidays On Weekends	39
4.03.2 Holiday Pay	39
4.03.3 Eligibility Requirements.....	40
4.03.4 Holiday Hours For Overtime Purposes.....	40
Section 4.04 Vacation.....	40
4.04.1 Eligibility and Allowances.....	40
4.04.2 Working Days	40
4.04.3 Vacation Pay.....	41
4.04.4 Scheduling, Accrual and Carryover	41
4.04.5 Emergencies	41
4.04.6 Vacation Rights In Case Of Layoff Or Separation	41
Section 4.05 Sick Leave.....	41
4.05.1 Purpose	41
4.05.2 Allowance	42

4.05.3 Days Earned In Accumulation.....	42
4.05.4 Rate Of Payment	42
4.05.5 Notification.....	42
4.05.6 Medical Examination	42
4.05.7 Abuse Of Sick Leave	43
4.05.8 Sick Leave Utilization.....	43
Section 4.06 Leave of Absence.....	44
4.06.1 Discretionary Leave.....	44
4.06.2 Application For Leave.....	44
4.06.3 Military Leave/VESSA Leave/School Visitation Leave/Voting Leave...	44
4.06.4 Jury Leave or Witness Duty.....	44
4.06.5 Funeral Leave	44
4.06.6 Benefits While On Leave	45
4.06.7 Non-Employment Elsewhere	45
Section 4.07 Family and Medical Leave Act	45
Article 5. Guidelines for Conduct.....	53
Section 5.01 General Rules	53
Article 6. Complaint Procedure	56
Section 6.01 Complaint Policy.....	56
Section 6.02 Complaint Procedure	56
Section 6.03 Time Limit For Filing	57
Section 6.04 Important Note/Disclaimer	57
Section 6.05 Advanced Step Complaint Filing.....	57
Article 7. Advanced Education and Professional Organizations	58
Article 8. Other Miscellaneous Policies	60
Section 8.01 Equipment Accountability Policy.....	60
Section 8.02 Credit Card Usage Policy	63
Section 8.03 Travel and Business Expense Policies and Procedure	65
Acknowledgement	71
RECEIPT OF PERSONNEL EMPLOYEE HANDBOOK	72

Article 1. General

Section 1.01 Disclaimer

Please Read Carefully

This Employee handbook is not intended to create nor should it be construed to constitute any type of employment contract, promise, or guarantee between the Village of Bensenville and its employees. This Employee handbook is also not intended to provide any assurance of continued employment for any specific term. Rather, it is simply intended to describe the Village of Bensenville and some of its personnel policies and procedures. Needless to say, these policies and procedures supersede all prior policies and statements regarding these issues and they may, and likely will, be changed from time to time with or without notice, as the Village deems appropriate. Furthermore, employment conditions and compensation may be altered or terminated at any time with or without cause and with or without notice at the option of the Village of Bensenville. No representative of the Village of Bensenville, other than the Village Manager, has the authority to enter into any agreement contrary to the foregoing. .

Section 1.02 Collective Bargaining Agreements

The Village is a party to certain Collective Bargaining Agreements with the union(s) for certain covered employees. The terms and conditions of employment for the covered employees are set forth in the Collective Bargaining Agreement. In the event of any inconsistency between this Handbook and a specific provision of a Collective Bargaining Agreement, the Collective Bargaining Agreement takes precedence but only as to those employees covered by the agreement. Employees with questions about their Collective Bargaining Agreement should contact their union steward and/or the Director of Human Resources or Department Head for guidance.

Section 1.03 Equal Opportunity Employer

The Village is firmly committed to prohibiting unlawful discrimination and harassment on the basis of all legally protected categories, including without limitation, based on race, color, sex, age, sexual orientation or sexual preference, gender, gender identity or expression, religion, military status, marital status, national origin, disability, pregnancy, childbirth or any medical condition related to pregnancy or childbirth, or any other protected category as defined by applicable law. This policy extends throughout the employment process, from application/selection through termination, and in all employment related decisions.

If you feel that you have been the victim of unlawful discrimination or harassment of any kind or if you have witnessed a violation of this Policy, you are encouraged to promptly report the allegations to your Department Head or the Director of Human Resources. Be assured that all complaints will be promptly investigated and remedied as appropriate. Also be assured that no retaliation will be taken or tolerated against any employee covered by this Policy who reports a complaint of a violation of this Policy and/or participates in an investigation of any complaint allegations. In the event the Village determines that a violation of this Policy has occurred,

appropriate disciplinary action (including immediate termination, if warranted) will be taken as deemed necessary by management.

Disability & Pregnancy Accommodation Requests

The Village prohibits discrimination on the basis of disability, pregnancy, or medical conditions related to pregnancy or child birth. Therefore, the Village will not refuse to hire, segregate, or take any other employment action with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or the terms, privileges or conditions of employment on the basis of pregnancy or disability.

The Village also makes reasonable accommodations when necessary for all employees and/or applicants with disabilities and/or employees who are affected by pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, provided the employee is otherwise qualified to perform the essential functions of the job.

Consistent with these commitments, the Village will not require an employees affected by pregnancy or other disability to take a leave of absence (against the employee's wishes) if another reasonable accommodation can be provided to the known medical conditions related to the disability or pregnancy of that employee. Further, the Village will not fail or refuse to reinstate an employee affected by pregnancy or other disability to his/her original job or to an equivalent position with equivalent pay, seniority, and benefits upon her signifying his/her intent to return to work or when the need for reasonable accommodation ceases, unless the Village can demonstrate that the accommodation would impose an undue hardship on the Village's operations.

The Village may request documentation from an employee's health care provider concerning the need for the requested reasonable accommodation(s), the medical justification for the requested accommodation(s); a description of the reasonable accommodation(s) that is medically advisable; the date the reasonable accommodation(s) became (or will become) medically advisable; and the probable duration of the reasonable accommodation(s). The Village may deny an accommodation if it imposes an undue hardship. Employees and/or applicants are encouraged to discuss their need for a reasonable accommodation with Human Resources. These issues will be addressed on a case-by-case basis. Civility Policy and Policy against Workplace Violence or Threats

The purpose of this Policy is to set forth some examples of the types of acts or behaviors that cannot and will not be tolerated in the work place. Though these issues can best be described as "common sense," there are times when individuals forget standards of decorum thus requiring that this Policy be spelled out as a reminder. In short, it is the Village's Policy that all employees treat co-workers, customers, and visitors with respect and as they would like to be treated themselves. All employees are entitled to a comfortable working environment while on premises and while properly engaged in business activities on behalf of the Village.

Workplace Violence: Workplace violence includes, without limitation, any act or threat of violence by any former or current Village employee, customer or visitor against another employee, customer or visitor on or about Village premises or elsewhere, at any time while

properly engaged in Village business or in circumstances that may affect your employment with the Village. This definition includes acts or threats of harm or damage against personal or Village property (regardless of the person who initiates the action and even if intended to be a joke). By definition, the actual or threatened possession of weapons (firearms, fireworks, knives, etc.), except as allowed and properly used pursuant to Village and department rules and regulations (in the following paragraph), on Village premises also constitutes workplace violence and is strictly prohibited. The Village maintains a “zero tolerance” for violence Policy and a violation of this Policy will be grounds for disciplinary action including immediate dismissal (no matter when discovered), and even where the incident may have been intended as a joke.

Concealed Carry Policy: You are strictly prohibited from possessing or using any and all weapons while on Village property or while on Village business. This includes, but is not limited to knives, explosives, firearms, ammunition and martial arts weapons, regardless of licensure or concealment. However, nothing in this Policy prohibits any person who holds a valid license issued by the State of Illinois from carrying a concealed firearm on or about his or her person within a vehicle into the parking area or storing a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area or as otherwise allowed by and consistent with Illinois law. Outside of this limited exception in this paragraph of this Policy, licensees (other than peace officers who are otherwise licensed and authorized to do so as provided by law), are prohibited from carrying firearms on Village property or into Village buildings.

Unacceptable Behavior: Unacceptable behavior includes any act, statement, gesture, or other behavior that occurs while at the workplace or while engaged in business activities and/on behalf of the Village which a reasonable employee, customer or visitor would or could reasonably find offensive. Unacceptable behavior can include, but is not limited to:

1. Obscene, inappropriate or unprofessional communications of any kind, including (without limitation) telephone calls, letters, facsimile transmissions, electronic mail including posting of same;
2. Racial, sexual, religious, ethnic or other similarly inappropriate jokes or comments based on any of the protected bases stated in our EEO Policy (Section 1.03),
3. Obscene, offensive, inappropriate and/or abusive gestures;
4. Abusive, offensive or disruptive acts, statements or behavior;
5. Invasions of privacy of a fellow employee or a resident or visitor of the Village.
6. Use, disclosure or misappropriation of any Village property or confidential information.
7. Any other action, inaction, gesture or statement deemed harmful to the Village, its employees, property or reputation.

Note: This policy will be construed in accordance with all applicable laws and it is not intended to restrict or limit an employee’s lawful communications or protected conduct as allowed by the

Illinois State Labor Relations Act or any other law that governs the employment of the Village's employees.

Consequences of Policy Violation:

Workplace violence and unacceptable behavior is strictly prohibited. The Village requires that all employees, customers, and visitors engage in proper, professional conduct. Employees who engage in workplace violence and/or unacceptable behavior may be subject to discipline, up to and including discharge. Customers and visitors who violate this Policy may also be subject to disciplinary action appropriate to the situation (including termination if deemed warranted by management). Depending on the incident and surrounding circumstances involved, civil and/or criminal action also may be taken against the offender.

Every supervisor is reminded to take appropriate steps to help ensure that the workplace is free from workplace violence and/or unacceptable behavior. For example, when appropriate, supervisors should consider doing any one or more of the following:

1. Informing all employees of the substance of this Policy and the potential consequences of a violation;
2. Encouraging employees who are aware that another employee has engaged in violence or unacceptable behavior to report this behavior to their supervisors promptly; and
3. Taking prompt action when such reports are made so that the matter can be investigated and remedied as appropriate.

Employees are asked and expected to report any incidents of workplace violence or unacceptable behavior to their supervisor or the appropriate party as soon as possible after becoming aware of the event (no matter how slight the incident may seem at the time). The Village prohibits retaliation against anyone for making a complaint pursuant to this Policy, or cooperating in an investigation under this Policy. Employees also should be aware that complaints of this sort are a serious matter and may lead to discharge against the offender when warranted.

Section 1.04 Drug & Alcohol Policy

In an effort to help ensure a safe and productive work environment, the Village of Bensenville has adopted the following Policy:

1. The Village prohibits the illegal or inappropriate sale, distribution or transfer of mind or behavior-altering drugs, alcohol, or illegal substances (including lawful drugs taken contrary to prescription) by Village employees at any time while on Village property or while engaged in Village business related activities. The Village also prohibits the sale, distribution, transfer or possession and use of alcohol, legal drugs or illegal drugs while on Village premises, Village business, or in any manner which may impair an employee's ability to safely perform assigned job duties or which otherwise adversely affects the Village's business or reputation. Violation of this Policy will subject an employee to disciplinary action, up to and including discharge.

2. The Village does not prohibit the use of over-the-counter drugs or prescription drugs, in the manner approved by a physician, when that usage does not impair an employee's ability to safely perform his job duties. An employee taking an over-the-counter or prescribed drug that could tend to affect his/her reflexes, mind and/or behavior while on Village premises, should report such usage to the Human Resources Manager before the employee's scheduled shift begins. This will enable the employee to discuss with management ways in which the employee can be reasonably accommodated (if any) in safely performing the employee's essential job functions.
3. The Village may require testing for prohibited substances where there is reasonable cause to suspect that the employee is or may be using or is under the influence of alcohol or drugs, and/or may be otherwise in violation of this Policy. A urinalysis, blood test, and/or other appropriate drug/alcohol screening may be administered to determine if drugs, alcohol, or metabolites are in the employee's system. The test results will be released to Village management for appropriate review on a confidential basis.
4. We also require employees to subject to post-accident drug and/or alcohol (where appropriate) testing any time there is an accident or injury at work and/or damage to Village property.
5. Further, we reserve the right to conduct drug testing on a random basis to ensure compliance with this policy, except if prohibited by a collective bargaining agreement. These testing rights are in addition to any obligations we have to require periodic and/or random testing pursuant to the law for safety sensitive positions. Please be aware of your obligation to comply with this policy (and/or face termination for refusing to submit to a test upon request pursuant to this policy). This provision is necessary for the safety of our employees and residents and to ensure compliance with all laws which prohibit unlawful drug use or consumption; therefore, you should not expect privacy with respect to these issues at work.
6. Any employee who tampers with a test sample and/or who refuses to submit to a test immediately (i.e., generally within one (1) hour of the request in the event of a documented medical reason for the delay) upon request will be deemed to be in violation of this Policy. Any violation of the Policy, including a positive test, will be grounds for appropriate discipline, up to and including discharge for the first offense.
7. This Policy will be applied consistently to our employees who are qualified patients who possess a registry identification card from the Department of Public Health authorizing the use, possession and/or consumption of medical cannabis in accordance with the "Illinois Compassionate Use of Medical Cannabis Pilot Program Act".

The goal of this Policy is to ensure that each Village employee is fit for duty and is as productive as possible every day. It remains the Village's desire and intent to encourage any employee with an alcohol or drug dependency problem to seek professional assistance before the problem leads to an incident requiring disciplinary action. Where a violation of this Policy has occurred, an employee's after the fact participation in a drug or alcohol rehabilitation program shall not

excuse the employee's misconduct and it will not relieve the employee of any disciplinary action (including discharge) if deemed appropriate by management for the Policy violation.

Section 1.05 Smoking Policy

It has long been determined that smoking is dangerous to the health of those who smoke. It has been confirmed that smoking is also dangerous for others who inhale the smoke. In addition, smoking typically leaves odors and damages furniture, vehicles, equipment, and buildings. The negative results of smoking have led to the passage of regulatory laws and the decision of many employers to limit or ban smoking in their facilities.

By Village resolution and pursuant to state law, smoking of any kind is prohibited in any Village building, facility, while operating Village equipment, or vehicles. Smoking will be permitted on Village grounds outside of buildings during designated break periods provided it is at least 15 feet from any entrance(s) to the facility. Your Department Head and/or supervisor will determine what qualifies as a designated break period and interpreting whether a particular location is suitable for smoking. If you have questions, please speak to your supervisor. Violation of this Policy is considered a serious safety threat and will lead to disciplinary action (including dismissal) if deemed warranted by management.

Section 1.06 Sexual Harassment Policy

The Village is committed to providing a workplace that is free from all forms of unlawful harassment and unlawful discrimination, including sexual harassment. Unlawful harassment includes making the working environment uncomfortable based on a legally protected category such as: race; color; sex; age; sexual orientation or sexual preference; gender; gender identity or expression; religion; military status; marital status; national origin; disability; pregnancy, childbirth or any medical condition related to pregnancy or childbirth; and/or any other protected category as defined by applicable state, federal and/or local law or ordinance. Any employee's behavior or action or conduct that fits the definition of sexual harassment (or harassment based on any other legally protected category) is a form of misconduct, which may result in disciplinary action up to and including immediate dismissal for even the first offense if warranted.

Each employee of the Village bears the responsibility to refrain from sexual and other forms of harassment in the work place. No employee, male or female, should be subjected to unsolicited or unwelcomed sexual overtures or comments based on other categories listed above. Furthermore, all supervisors/managers are expected to make sure that the work environment is free from all forms of harassment and discrimination, including sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment, are strictly prohibited. Instances of sexual harassment or other forms of harassment based on any legally protected category will be investigated in a prompt and effective manner so that appropriate remedial action can be taken where necessary based on the investigation results.

All employees of the Village are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes. All employees also are encouraged to

report any complaint or allegation of a violation of this Policy (no matter how slight). Be assured that no retaliation will be taken or tolerated against any employee or other person covered by this Policy who reports a complaint or participates in a complaint investigation pursuant to this Policy.

1.06.1 Definition of Sexual Harassment

Sexual harassment includes (without limitation) any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct commonly considered to be sexual harassment includes (without limitation):

4. Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated or unwelcome requests for dates, or statements about other employees or persons in contact with Village personnel, even outside their presence, of a sexual nature.
5. Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking," or "kissing" noises.
6. Visual (Environmental): Posters, signs, pin-ups, or slogans of a sexual nature.
7. Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual activity, or actual assault.

Sexual harassment may involve: a man harassing a woman; a woman harassing a man; or an individual harassing another individual of the same sex or gender. Simply put: the sexual harassment prohibitions in this Policy are "gender neutral".

More severe and overt forms of sexual harassment are the easiest to determine. An example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an employee must submit to unwelcome sexual conduct in order to receive an employment opportunity. It must be noted that the examples used in this Policy are not all inclusive and do not represent the

breadth of possible sexually harassing actions. They are intended to help make clear some of the examples of what conduct can constitute sexual harassment.

On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. An example of the most subtle form of sexual harassment (which is prohibited under this Policy in most cases even if it does not rise to the level of unlawful activity) is the use of endearments. For example, the use of terms such as “honey,” “darling,” and “sweetheart” is objectionable to many employees who believe that these terms undermine their authority and their ability to deal with other employees on an equal and professional level. Therefore, regardless of your intention, such terms should be avoided at work.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three (3) other statements that might be made about the appearance of a co-worker in the work place that could be offensive to another or which may cause another person covered by this Policy to feel uncomfortable at work (this list is not all inclusive):

“That's an attractive outfit you have on.”

“That's an attractive outfit. It really looks good on you.”

“That's an attractive outfit. You really fill it out well.”

To avoid even the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution. Again, these are merely examples and if you need additional guidance as to how to conform to acceptable business standards, please speak to the Director of Human Resources or your Department Head.

1.06.2 Responsibilities of Employees

Each individual employee must refrain from sexual harassment, discrimination, retaliation and unlawful harassment in the work place. An individual who violates this Policy can, of course, be personally liable for his or her individual conduct under the law depending on the circumstances involved. The harassing employee also will be subject to disciplinary action up to and including dismissal where deemed appropriate by management in order to remedy the situation.

1.06.3 Responsibilities of Others who do business with the Village

As used in this policy, the prohibition against sexual harassment, discrimination and/or retaliation toward any employee also extends to acts, conduct or statements made by a Village official (elected or appointed), agent, lobbyist, attorney, vendor, and/or others who do business with the Village – even if such persons are not employed by the Village and/or compensated for their services by the Village (collectively referred to as the “Vendors”). Employees who feel that they were made uncomfortable at work by the actions of any Vendor is encouraged to report the matter in accordance with the complaint procedure set forth below in this Policy without fear of retaliation. All complaint allegations involving Vendors will be investigated and remedied as appropriate based on the facts involved.

1.06.4 Procedures for Filing a Complaint of Sexual or Other Harassment

An employee who either observes or believes herself/himself to be the object of sexual or other unlawful harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the supervisor/manager, the Director of Human Resources, and to the offending employee/person (if the employee is comfortable doing so). Likewise, supervisors/managers in need of information regarding their obligations under this Policy or procedures to follow upon receipt of a complaint of harassment should contact the Director of Human Resources. It is not necessary for the harassment to be directed at the person making the complaint where the working environment is uncomfortable for any person.

Each incident of harassment should be documented or recorded when possible and appropriate. A note should be made of the date, time, place, what was said or done, and by whom when available. The documentation may be augmented by written records such as letters, notes, names, and telephone numbers. If the employee who witnessed the situation elects not to document the incident, a meeting will be held with management for this purpose so that the details can be documented. If it is preferred, however, for the employee to document the situation on his/her own to be sure that all facts and relevant information is retained.

The process for making a complaint about sexual harassment falls into several stages:

1. **DIRECT COMMUNICATION:** If there is offensive or harassing behavior in the work place, the employee involved should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop if the employee is comfortable doing so. The initial message may be verbal. If subsequent messages are needed, the employee is encouraged to put the message in a memo or email. (The employee is free to consult the Human Resources Director for guidance in this process).
2. **CONTACT SUPERVISORY PERSONNEL:** At the same time direct communication is undertaken, or in the case an employee is not comfortable with direct communication, the issue should be promptly reported to the immediate supervisor or the Department Head. If the harasser is the immediate supervisor, or the problem should be reported to the next level of supervision or the Human Resources Director.
3. **FORMAL COMPLAINT:** If an employee is uncomfortable reporting an incident to any supervisor, an employee may also report incidents of sexual harassment directly to the Department Head or Village Manager. The Human Resources Director will counsel the reporting employee and be available to assist with the filing of a complaint. The Human Resources Director will investigate all complaint allegations that are reported. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal.

While employees are permitted to submit a confidential report of harassment; employees are encouraged to provide as much information as possible about the allegations so that the Village can effectively investigate and remedy (if appropriate) any Policy violation(s). NOTE: This procedure set forth above applies to sexual harassment as well as all other forms of discrimination or harassment based on any legally protected category.

While we hope to be able to resolve any complaints of harassment within the Village, you have the right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint. The IDHR will investigate your complaint, and if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

1.06.5 Reprisal or Retaliation is Prohibited

Reprisals or retaliation against an employee who utilizes this Policy or participates in the investigation of a complaint under this Policy is strictly forbidden. This includes direct retaliation or reprisal, or the encouragement of others to engage in retaliation or reprisal against any person who:

1. Opposes any conduct prohibited by this Policy;
2. Complies or encourages others to comply with any provision of this Policy;
3. Files a complaint concerning any violation of this Policy;
4. Testifies, assists or participates in any investigation or hearing resulting from a complaint under this Policy; and/or
5. Exercises any right conferred under this Policy.
6. The Village forbids retaliation against employee (or other person covered by the Policy) for reporting harassment, assisting in making a discrimination or harassment complaint, or cooperating in a discrimination or harassment investigation. Anyone who believes that they have been retaliated against should notify a Supervisor, a Department Head, or the Village Manager. Further, under the Illinois Human Rights Act (775 ILCS 5/6), the Illinois Whistleblower Act (740 ILCS 174/5), and the State Employee Ethics Act (5 ILCS 430) it is a crime to retaliate, or to conspire to retaliate, against an employee because the employee has opposed an action that the employee reasonably believes to be unlawful discrimination or harassment or because the employee has participated in an investigation of harassment or discrimination. However, an employee who knowingly makes a false report of harassment will be subject to discipline.

Gift Ban
Policy

It is unacceptable for Village employees or officials to accept gifts forbidden by the Illinois State Gift Ban Act (5 ILCS 430). The Village has adopted the Illinois State Gift Ban Act as Ordinance No. 37-99 and this Ordinance will be subject to revision from time to time to comply with the changes in the law.

Except as otherwise provided, no employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, or regulation. This ban applies to and includes the spouse of and immediate family living with the Employee.

This gift ban restriction does not apply to the following:

1. opportunities, benefits, and services that are available on the same conditions as for the general public;
1. anything for which the Employee pays the market value;
2. any (i) contribution that is lawfully made under the Illinois Election Code or the Illinois State Officials and Employees Ethics Act or (ii) activities associated with a fundraising event in support of a political organization or candidate;
3. educational materials and missions;
4. travel expenses for a meeting to discuss Village business;
5. a gift from a relative, meaning those people related to the Employee as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece husband, wife, civil union partner, grandfather, grandmother, grandson, granddaughter, father-in-law, stepfather, stepmother, stepson, stepdaughter, stepfather, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the Employee's spouse and the Employee's fiancé or fiancée;
6. Anything provided by an individual on the basis of a personal friendship unless the Employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the Employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the Employee shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the Employee, including any previous exchange of gifts between the individual and the Employee; (ii) whether to the actual knowledge of the Employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift, and (iii) whether to the actual knowledge of the Employee the individual who gave the gift also at the same time gave the same or similar gifts to other Employees;
7. food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For purposes of this section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means;

8. food, refreshments, lodgings, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the Employee as an Employee of the Village) of the Employee, or the spouse of the Employee, if the benefits have not been offered or enhanced because of the official position or employment of the Employee, and are customarily provided to others in similar circumstances;
9. Intra-governmental and inter-governmental gifts. “Intra-governmental gift” means any gift given to an Employee from another Employee or other officer or employee of the Village. “Inter-governmental gift” means any gift given to an Employee by a member, officer or employee of a State agency, of a federal agency, or of any governmental entity;
10. bequests, inheritances, and other transfers at death;
11. any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed in this section is mutually exclusive and independent of one another.

An Employee does not violate this gift ban if the Employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered or succeeded

Section 1.07 Loss Control Policy Statement

The Village of Bensenville realizes that it has the responsibility to provide a safe work environment for its employees and that every employee must pursue the highest standards in his or her assigned activities. All municipal employees must recognize that the well-being of persons involved and the protection of our physical resources are as important as the activity and work being performed.

Therefore, the Village Manager of the Village of Bensenville as follows:

The Village of Bensenville has established a Loss Control Management Program. The Village also expects its employees to respond to all planned safety efforts and to perform their assigned jobs in the safest manner possible.

As the first portion of the Village program, the Director of Human Resources will be assigned the responsibility of organizing the overall Loss Control Management Program.

Each municipal department director will be responsible for the safety and well-being of the workers in his or her department, as well as the repair and maintenance of facilities and equipment in his or her area of responsibility.

Each municipal employee will be responsible for his or her own personal safety and for the safe completion of assigned tasks.

The Village is committed to taking appropriate and necessary steps to help make its Loss Control Management Program a success and expects all municipal employees to assist in this effort by contributing expertise and by following all established rules and procedures.

Section 1.08 Use of Cellular Devices While Operating Vehicles

Using cellular devices (including texting devices) while operating a vehicle can be distracting and in many cases will rise to the level of a violation of the law. Therefore, such activities are strictly prohibited at all times while driving a vehicle for Village related purposes.

Additionally, employees who are authorized to operate any vehicle for a work related reason are reminded that they should refrain from using their cellular telephone while driving except when a hands free device is properly utilized. Those individuals are also reminded to comply with all traffic laws and ordinances regarding cellular or other similar devices while operating a vehicle. Special care should be taken in situations where there is traffic or inclement weather. An employee who is ticketed for failing to comply with a traffic requirement is responsible for the costs of the violation. Violations of this policy will result in disciplinary action including potential loss of driving privileges if deemed appropriate by the Department Head.

Section 1.09 E-Mail, Internet & Other Electronic Communications

OBJECTIVE

This statement sets forth the Village Policy with regard to access to, review of, and disclosure of messages sent or received by employees or other properly authorized users of municipal e-mail, voice mail, facsimile, or other electronic communications systems. It also sets forth some guidelines on the proper use of these systems. The Village reserves the right to amend this Policy at any time. New system users shall read this Policy and commit to complying with this Policy as a condition of logging into their electronic mail, or before accessing the Internet.

SCOPE

This Policy covers all employees and all Village electronic communications systems at all locations and in any form (including iPads, etc.).

1.09.1 Definitions (intended as summary only)

Electronic Mail (E-Mail): Electronic correspondence composed and/or sent using Village electronic mail applications to recipients internal to the Village, or to outside recipients using Village gateways for delivery via the Internet. For purposes of this Policy, “transmitting” an e-mail message includes sending, replying to, or forwarding any portion of an e-mail message created or received to another party via the Village e-mail system.

Internet: A collection of computer networks that spans the globe, connecting government, military, educational and commercial institutions, as well as private citizens to a wide range of computer services, resources, and information. A set of network conventions and common tools are employed to give the appearance of a single large network, even though the computers that are linked together use many different hardware and software platforms.

Intranet: A contained collection of computers and networks within the Village connecting the members and/or employees of the Village to a range of computer services, resources, and information.

Extranet: An Extranet is a collaborative network that uses Internet technology to link businesses, or other entities, with their suppliers, customers, or other businesses or entities that share common goals. An Extranet can be viewed as part of an Intranet that is made accessible to other entities or that is part of a collaborative effort with other entities. The shared information may be accessible only to the collaborating parties or, in some cases, may be public.

Flash Drive: The Village reserves the right to inspect any flash drive or other item that is used with or accessed on the Village's equipment (regardless of the reason). Any external hard drive connected to a Village-owned computer.

SMS/MMS: Simple Message Service (also known as texting) and Multi-part Message Service. Both are available on most cellular phones and smartphones.

E-Mail Systems

Use

The e-mail system is provided at the expense of the Village to assist in carrying out the proper business of the Village. The e-mail system permits authorized users to communicate with each other internally and with selected outside individuals, business, and other service providers that the Village, at its sole discretion, decides should be connected to the system and for the intended purposes involved.

The Village considers the e-mail system to be for business use only. While it is possible that employees may decide to send personal messages, the Village assumes no responsibility for their content or for maintaining their privacy. Employees should have no expectation that such privacy will be maintained. In order to ensure that the system functions properly and that the Village and/or its employees are not liable for improper use of Internet and other connections, the Village considers all messages sent, received or stored as business messages, and thus, solely the property of the Village of Bensenville. This means that we reserve the right to access and inspect such messages at any time. Conducting business unrelated to the Village, other than incidental personal traffic (during authorized time when not expected to be working), is strictly prohibited and may result in disciplinary action against the offending employee.

The Village reserves the right to access, review, copy, or delete all e-mail messages for any purpose and to disclose them to any party (inside or outside of the Village) as it deems appropriate. We can and will periodically inspect such systems and messages to ensure compliance with this Policy and therefore no employee should expect privacy with respect to such communications.

This includes the right to install software that monitors e-mail and Internet usage. The Village, however, bears no responsibility for the content of messages sent or received by its employees. The Village does not and will not preview, edit or approve material on a routine basis in the email system. All messages sent on the e-mail system are attributable solely to the individual

users of the e-mail system, and not the Village. The Village shall not be liable for, assume any legal responsibility for, or bear any costs arising out of e-mail communications flowing in or out of the Village computer system.

Should employees make incidental use of the e-mail system (including Internet e-mail) for the purpose of transmitting or receiving personal messages, such messages will be treated no differently than other messages (i.e., the Village reserves the right to access, review, copy, delete, or disclose them for any purpose). Accordingly, authorized users should not use the e-mail system to send, receive, or store any messages that they wish to keep private. (Incidental use of the e-mail system is limited to occasional, casual, minor, or insignificant use that does not impact upon an employee's duties or impede business-use operations and which occurs when the employee is properly not performing his/her normal duties.) Please note that there is nothing in this paragraph which limits the Village's right to inspect or search such systems to ensure compliance with this policy and/or for other business purposes.

No e-mail messages or information should be created, sent, or forwarded which may reasonably be deemed to be intimidating, hostile or offensive in nature, or which refer to or relate to race, color, religion, sex, national origin, sexual orientation, disability, or any other basis that is unlawful under applicable state and/or federal law. Nor should any obscene, profane, abusive, or offensive language be transmitted. Any violation of this Policy (which will be construed in accordance with our anti-discrimination and anti-harassment policies) is grounds for disciplinary action up to and including immediate discharge.

No e-mail or other electronic communication may be sent which hides, alters or misrepresents the identity of the sender or represents the sender as someone else. All messages communicated on the Village e-mail system should contain or reference the sending employee's name (with few exceptions in the event an anonymous communication is an appropriate exercise of an employee's free speech rights). The Village bears no responsibility for any consequences resulting from any employee who uses the e-mail system for any fraudulent, or other illicit purpose, or contrary to the provisions of this Policy. This Policy will be construed in accordance with the applicable laws including revisions thereto that are announced by the Illinois Labor Relations Board or other authorized administrative agency or court that governs employee communications.

Any employees who become aware of misuse of the Village e-mail system is urged to contact the Human Resources Director immediately (within 2 hours of knowledge of the communication in most cases). Be assured that no retaliation will be taken against the person based on his/her report of a potential violation under this Policy.

Privileged Communications

Some of the messages sent, received, or stored in the e-mail or the Village computer system may be privileged communications between the Village and its attorneys, or other entities. Upon receipt of any such message, do not forward it or its contents to others inside the Village without the authorization of all authorized parties. Never forward such messages or contents to any outsiders. To the extent practicable, all efforts should be made to send such privileged communications in an encrypted form. Moreover, as the Village has not established an

encryption standard for use, all encryption software, and prior to sending any message, should be approved by the Human Resources Director (or authorized designee).

Viewing and Protecting E-Mail Messages

In order to guard further against dissemination and disclosure of confidential or Proprietary Information, employees should exercise caution when accessing their messages in the presence of others. E-mail windows should not be left open on the screen when the computer is unattended. Users shall not allow any other person to use their name and password to gain access to an email system. Passwords are required and should be changed regularly. If you believe someone has obtained access to your password, it is your obligation to immediately notify the Human Resources Director so that your password can be changed. The Village reserves the right to impose guidelines requiring mandatory password changes and encryption measures to provide additional measures of security to help protect its equipment and confidential information.

Storing and Deleting E-Mail Messages

The Village strongly discourages the storage of large numbers of e-mail messages. Retention of messages consumes space on the network server and/or individual hard disks and can reduce their performance. Accordingly, employees should promptly delete any e-mail messages they send or receive that no longer require action or are not necessary to an ongoing project. Employees should audit stored e-mail messages regularly and should delete any messages that are no longer needed by yourself or others. The Village reserves the right to establish database management guidelines on memory storage size limits for users and to establish guidelines which provide for the automatic purge of previously “read” messages.

Copyrighted Information

Use of the e-mail system to copy and/or transmit any documents, software or other information protected by the copyright laws, without proper authorization by the copyright owner, is prohibited. Copyright protection applies to any document, photo, software, or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be considered copyright protected. The Village assumes no responsibility for reviewing, ascertaining or policing copyrighted material that may be transmitted to or from the e-mail system by employees.

E-Mail Etiquette

Please bear in mind that your e-mail messages likely will be read by someone other than the addressee, and may even have to be disclosed to outside authorized parties including courts in connection with litigation. For example, in accordance with the Illinois Freedom of Information Act, and its amendments, e-mail and Internet information (i.e. sites visited) are liable for disclosure with a Freedom of Information request. Accordingly, all e-mail messages must be courteous, professional, businesslike, and tasteful. Additionally, as noted, these systems are subject to inspection by the Village to ensure compliance with these use policies.

Cellular Phone/Smartphones

SMS/MMS

SMS/MMS is provided at the expense of the Village to assist in carrying out the proper business of the Village.

The Village considers Village-provided phones/smartphones to be for business use only. While it is possible that employees may decide to send personal SMS/MMS messages, the Village assumes no responsibility for their content or for maintaining their privacy. Employees should have no expectation that such privacy will be maintained. In order to ensure that the system functions properly and that the Village and/or its employees are not liable for improper use of Internet and other connections, the Village considers all messages sent, received or stored as business messages, and thus, solely the property of the Village of Bensenville. This means that we reserve the right to access and inspect such messages at any time. Conducting business unrelated to the Village, other than incidental personal traffic (during authorized time when not expected to be working), is strictly prohibited and may result in disciplinary action against the offending employee.

The Village reserves the right to access, review, copy, or delete all messages for any purpose and to disclose them to any party (inside or outside of the Village) as it deems appropriate. We can and will periodically inspect such systems and messages to ensure compliance with this Policy and therefore no employee should expect privacy with respect to such communications.

This includes the right to install software that monitors SMS/MMS. The Village, however, bears no responsibility for the content of messages sent or received by its employees. The Village does not and will not preview, edit or approve material on a routine basis on Village-owned phones. All messages sent via text on a Village-owned phone are attributable solely to the individual users of the phone, and not the Village. The Village shall not be liable for, assume any legal responsibility for, or bear any costs arising out of communications sent via Village-owned phones.

Should employees make incidental use of SMS/MMS for the purpose of transmitting or receiving personal messages, such messages will be treated no differently than other messages (i.e., the Village reserves the right to access, review, copy, delete, or disclose them for any purpose). Accordingly, authorized users should not use texting to send, receive, or store any messages that they wish to keep private. (Incidental use of SMS/MMS is limited to occasional, casual, minor, or insignificant use that does not impact upon an employee's duties or impede business-use operations and which occurs when the employee is properly not performing his/her normal duties.) Please note that there is nothing in this paragraph which limits the Village's right to inspect or search such systems to ensure compliance with this policy and/or for other business purposes.

No messages or information should be created, sent, or forwarded which may reasonably be deemed to be intimidating, hostile or offensive in nature, or which refer to or relate to race, color, religion, sex, national origin, sexual orientation, disability, or any other basis that is unlawful under applicable state and/or federal law. Nor should any obscene, profane, abusive, or

offensive language be transmitted. Any violation of this Policy (which will be construed in accordance with our anti-discrimination and anti-harassment policies) is grounds for disciplinary action up to and including immediate discharge.

No message may be sent which hides, alters or misrepresents the identity of the sender or represents the sender as someone else. All messages communicated via a Village-owned phone should contain or reference the sending employee's name (with few exceptions in the event an anonymous communication is an appropriate exercise of an employee's free speech rights). The Village bears no responsibility for any consequences resulting from any employee who uses a phone for any fraudulent, or other illicit purpose, or contrary to the provisions of this Policy. This Policy will be construed in accordance with the applicable laws including revisions thereto that are announced by the Illinois Labor Relations Board or other authorized administrative agency or court that governs employee communications.

Any employee who becomes aware of misuse of SMS/MMS is urged to contact his/her Department Head immediately (within 2 hours of knowledge of the communication in most cases). Be assured that no retaliation will be taken against the person based on his/her report of a potential violation under this Policy.

Privileged Communications

SMS/MMS should not be used for any type of Privileged Communication.

Viewing and Protecting SMS/MMS Messages

In order to guard further against dissemination and disclosure of confidential or Proprietary Information, employees should exercise caution when accessing their messages in the presence of others. Texts should not be left open on the screen when the computer is unattended. Users shall not allow any other person to use their name and password to gain access to an email system. Passwords are required and should be changed regularly. If you believe someone has obtained access to your password, it is your obligation to immediately notify your Department Head and/or the Human Resources Director so that your password can be changed. The Village reserves the right to impose guidelines requiring mandatory password changes to provide additional measures of security to help protect its equipment and confidential information.

Copyrighted Information

Use of MMS to copy and/or transmit any documents, software or other information protected by the copyright laws, without proper authorization by the copyright owner, is prohibited. Copyright protection applies to any document, photo, software, or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be considered copyright protected. The Village assumes no responsibility for reviewing, ascertaining or policing copyrighted material that may be transmitted via MMS by employees.

SMS/MMS Etiquette

Please bear in mind that your SMS/MMS messages likely will be read by someone other than the addressee, and may even have to be disclosed to outside authorized parties including courts in connection with litigation. For example, in accordance with the Illinois Freedom of Information Act, and its amendments, e-mail and Internet information (i.e. sites visited) are liable for disclosure with an appropriate request. Accordingly, all e-mail messages must be courteous, professional, businesslike, and tasteful. Additionally, as noted, these systems are subject to inspection by the Village to ensure compliance with these use policies.

Voice Mail, Facsimile, & EDI Systems

To the extent appropriate and applicable, all provisions of this Policy provisions related to e-mail systems shall also apply to any voice mail, facsimile, or EDI (Electronic Data Interchange) system, owned by the Village or used by an employee for Village-related activities. Restrictions on access of these systems by others will only apply where password controlled access is established (i.e.; it is permissible for someone to leave a message in your voice mailbox, but other persons should not be given password access to your voice mailbox). EDI is defined to include (without limitation) all electronic exchanges of data, including modem-to-modem transfers.

Village Internet, Intranet and Extranet Guidelines

As with e-mail, the Village provides Internet access solely to facilitate the conduct of Village business as a public service provider. Access to the Internet may be limited at the sole discretion of the Village where necessary to protect Village property or information or as otherwise necessary for our business needs. This includes the use of filtering software to bar access to certain Internet addresses. Employees are expected to use the Internet, Intranet, and Extranet at all times in the manner that benefits the Village. The downloading and installation of software programs onto a Village computer or onto a Village network server without prior approval from the Human Resources Director is prohibited. The Village accordingly will not allow its employees to (1) support the recreational use of the Internet, Intranet and/or Extranet, (2) provide access to news groups or other Internet sources that are not clearly work-related, or (3) provide assistance to users attempting to do (1) and (2) on their own. An automated database will keep a log of sites accessed by all employees on the Internet. In addition, setting up Internet services such as World Wide Web (WWW), Home Pages, File Transfer Protocol (FTP), GOPHER, SMTP gateways, etc. on any computer connected to a Village network requires prior approval from the Human Resources Director.

The following activities on the internet, Intranet and/or Extranet are specifically prohibited and may result in disciplinary action up to and including discharge (list is not all-inclusive):

- Using the Internet, Intranet, or Extranet for personal gain or for commercial activity unrelated to the Village.
- Sending, using or otherwise misappropriating Privileged Information, confidential information and/or Village Restricted Information.

- Sending, using or otherwise misappropriating material that is threatening, intimidating, hostile, offensive, or discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or any other basis prohibited by applicable law. In addition, the receipt of such material and/or showing such materials to co-workers is strictly prohibited.
- Copying or otherwise converting protected electronic information.
- Violating (actual or threatened) copyright or trademark laws.
- Making any unauthorized attempt to break into another person or organization's computer system.
- Using the Internet, Intranet or Extranet for any activities not specified here that are in violation of federal, state, or local laws and/or contrary to the best interests of the Village.

Other Data Services

The Village may establish accounts with dial-up data services and will make these services available to individual employees as necessary for legitimate business reasons and use. Such services may only be used by employees who have been granted authorized access so that the security and administrative aspects of the account can be managed by the Village. Use of data services is limited to business use only; personal or entertainment use is strictly prohibited and could lead to disciplinary action or withdrawal of access and other privileges.

Equipment

Any equipment provided to an employee by the Village shall be the employee's responsibility for care of that equipment. The employee shall make all reasonable efforts to ensure the safety of the equipment while assigned to them. Should the employee, through negligence or intent, damage the equipment, the employee shall be responsible for the cost of repair or replacement of that equipment.

System/Application Security

For any application program with a password entry, no employee should ever utilize the application under another employee's login. If the employee needs access to an application, the request should be made to their manager and IT. All application program users must be distinct and related to only one employee – no generic logins will be allowed. The preceding also applies to system logins and access to shared folders on the network.

Installing or loading software

Software downloaded from the Internet can contain malware, spyware and/or viruses and can damage not only the computer it is installed on, but the network as a whole. Employees will refrain from loading or installing software on their Village-owned equipment without obtaining approval from their manager and IT. Should non-approved software be loaded onto a Village-

owned system, the Village takes no responsibility for maintaining that software and will remove the software when made aware of its existence.

1.09.2 Responsibility

The Human Resources Director has authority to make decisions relative to the maintenance, approval, and dissemination of this Policy and approving all requests submitted as required by this Policy. The Human Resources Director also is has authority for reviewing and approving all requests submitted as required by this Policy.

Article 2. Personnel

Section 2.01 Personnel Files

The privacy of current and past employees will be assured by the Village and its representatives to the maximum extent required by law. The Village Manager (or designee) shall be responsible for the maintenance and administration of the official personnel files for all employees consistent with applicable law. Any medical information regarding an employee shall remain in a separate confidential file with limited access to others.

The privacy and access to an employee's personnel files will be governed in accordance with the Illinois Personnel Record Review Act. If you have questions about your rights and obligations under this law, you are encouraged to speak to the Village Manager.

Section 2.02 Employee Identification Cards

All employees are issued an identification card with photograph shortly after hire. Employees are required to carry the card on their person at all times and to produce it upon demand as proof of employment with the Village of Bensenville.

Department Heads shall be responsible for the immediate collecting and destroying identification cards of employees upon an employee's separation from service (regardless of the reason).

Section 2.03 Mileage Allowance

When Village business requires a Village employee to use his or her personal automobile, the employee shall be reimbursed at the applicable I.R.S. rate for all authorized miles. If you have a question about the current rate, please contact the Director of Human Resources.

Section 2.04 Probationary Period - New Employees

All new employees, and those hired after loss of seniority, shall be considered probationary employees until they complete a probationary period of at least one (1) full year. A probationary employee may be laid-off or terminated without cause during such probationary period or thereafter. The period may be extended at the sole discretion of the Village where deemed necessary by management.

There shall be no seniority or benefits accrued by probationary employees (exception only as required by law or an applicable union contract). Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by the Village Personnel Rules.

Section 2.05 Job Openings

Any Employee who wants to apply to be considered to fill a vacancy in a job for which the Employee is qualified shall submit an application in writing to their immediate supervisor for consideration if appropriate. The application shall state the reason for the requested change of position and any other relevant information requested.

Section 2.06 Part - Time Employees

Unless otherwise provided in a collective bargaining agreement, regular part-time employees in designated positions will acquire and accumulate seniority on a pro rata basis, but they shall not be eligible for any fringe benefits under the Village Personnel Rules except vacation and sick leave. Employees who are not regularly scheduled to work at least 35 hours each week on a consistent basis are considered “part time employees”. Consult the Human Resources Director or plan documents for specific details and eligibility requirements.

Of course, regardless of part time or seasonal status, all employees are protected under the Village’s anti-discrimination, safety and anti-harassment policies summarized throughout this Handbook.

Section 2.07 Light Duty

Employees who are unable to perform their normal essential job duties, due to a job related or non-job related injury/illness which rises to the level of a disability, may return in a light duty capacity when appropriate and provided it does not present an undue hardship to the Village.. It is understood that this section in no way obligates or requires the Village to allocate a light-duty assignment where one is neither available nor needed or when such work would not be immediately beneficial to the Village. Additionally, an eligible employee may be entitled to time off for this purpose under the FMLA or other Village leave policies. These issues will be addressed on a case-by-case basis with consideration of all facts involved. Employees are encouraged to participate in an interactive discussion to determine the appropriate form of a reasonable accommodation if medically necessary.

Finally, in accordance with state law, when requested, the Village will provide alternate work assignments that better accommodates a pregnant police officer provided there is no undue hardship caused by the alternate work assignment. Please speak to the Director of Human Resources if you want a request of this sort to be considered.

Section 2.08 Disciplinary Action

Except for employees under the jurisdiction of the Board of Fire and Police Commission, employees of the Village are “at will employees” and may be removed at any time, with or without cause. Adverse actions taken regarding an employee can generally be classified as either disciplinary or non-disciplinary in nature.

Employees are expected to maintain reasonable standards of conduct and performance, and display a proper regard for the welfare and rights of other employees and the citizens of Bensenville. Provided, nothing herein is intended, nor should it be interpreted as, requiring cause to discharge an employee. This list is not all-inclusive.

Although an employee may be discharged for the good of the service, with or without cause or notice, in general, where a disciplinary action is considered, in determining the degree or type of discipline applicable to an offense, the decision maker may (but is not required to do so in all cases) take into account relevant business factors such as the seriousness of the offense, the employee’s previous work record, and other such information related to the offense or

consequences of the offense. It is the general Policy of the Village to apply progressive discipline where possible and appropriate. However, in some situations, including those where a person has committed a serious first (or earlier) offense will receive more severe disciplinary action without progressive discipline, up to and including immediate discharge in the discretion of management.

IMPORTANT NOTE: Nothing herein shall apply to reductions in force or job reassignments due to reorganization or economic decision of the Village. The Village reserves the sole right to determine manpower and staffing levels, as well as organizational structure. Any demotion, reassignment, or discharge arising out of such reorganization or economic decision shall not be considered discipline.

Section 2.09 Separation Provisions

2.09.1 Procedure

Supervisory and/or managerial staff is authorized to take all appropriate steps to ensure the collection of all Village owned uniforms, equipment, keys, etc. from employees terminated for any reason; and to see that the employee is properly checked out through the Human Resources Department before receiving their final payroll check from the Village. Employees are reminded to promptly return such property to the Department Head before leaving the premises on the final day of employment. Failure to do so may cause an employee to be required to reimburse the Village for the cost involved.

2.09.2 Exit Interviews

Before an employee is checked out for final processing and pay, an exit interview may be conducted, by the Director of Human Resources, where applicable and necessary.

In appropriate cases, an exit interview normally will be conducted in an informal setting, the purpose of seeking information to improve the operation of the Village, etc.

Section 2.10 Biometric Information Security Policy

1. Purpose:

- 1.1. This Biometric Information Security Policy ("Policy") defines the Village of Bensenville's policy and procedures for collection, use, safeguarding, storage, retention, and destruction of biometric data collected by the Village of Bensenville for employee timekeeping with regard to payroll. The Village of

Bensenville collects, stores, and uses employee biometric data on its timeclock device and on the server on which it is running the corresponding program (collectively, the “HandPunch Clock Devices”) for the purpose of documenting employees’ clock in/out times.

2. Policy Statement:

- 2.1. This Policy replaces and supersedes all previous policies related to biometric information collected, stored, and used on the Hand-Punch Clock Devices. The Village of Bensenville reserves the right to amend this Policy at any time, without notice. The Village of Bensenville may expand its use of biometric data in the future. In the event that the Village of Bensenville begins collecting biometric data for any additional purpose, it will update this Policy.
- 2.2. A copy of this document can be found at the Human Resources Department and will be made available “upon request”.

3. Definition of Biometric Data:

- 3.1. Biometric data means the scan of an individual’s hand and the 9-byte numerical template that the Hand Punch Clock Devices created from the scan of the hand.
- 3.2. The Hand Punch Clock Devices do not store images of the individual’s hand itself, but instead stores a 9-byte template, which is a mathematical representation of the size and shape of the hand.

4. Policy:

- 4.1. The Village of Bensenville’s policy is to protect and store biometric data in accordance with applicable standards and laws including, but not limited to, the Illinois Biometric Information Privacy Act, as applicable.
- 4.2. An individual’s biometric data will not be collected or otherwise obtained by the Village of Bensenville without prior written consent of the individual, but executing a written consent is a condition of employment. The Village of Bensenville will inform the employee of the reason his or her biometric

information is being collected and the length of time that the Village will store and use the data.

- 4.3. The Village of Bensenville will not sell, lease, trade, or otherwise profit from an individual's biometric data. The Village of Bensenville will not disclose, redisclose, or otherwise disseminate an individual's biometric data unless (i) the individual, or his or her legally authorized representative, consents to the disclosure or redisclosure; (ii) the disclosure or redisclosure is required by State law, federal law, or municipal ordinance; or (iii) the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.
 - 4.4. The Village of Bensenville will store, transmit, and protect from disclosure all biometric data using the reasonable standard of care within the Village of Bensenville's industry and in a manner that is the same as or more protective than the manner in which it stores, transmits, and protects other confidential and sensitive information, such as an account number, a PIN number, a pass code, a driver's license number, or a social security number.
 - 4.5. The Village of Bensenville will permanently destroy an individual's biometric data and the individual's corresponding ID number in the Hand Punch Clock Devices within one (1) week of an individual's termination of employment with the Village of Bensenville.
5. Procedure:
 - 5.1. Prior to collecting an employee's biometric data, the Village of Bensenville will obtain the written consent of the employee.
 - 5.2. The Hand Punch Clock's Hand Reader will shine a light on the individual's hand, take a picture, and look at the hand silhouette. Geometric measurements of the hand are then calculated from the silhouette and converted into a 9-byte numerical template. The numerical template is then stored in a memory location which is defined by the individual's ID number.

5.3. The 9-byte numerical template cannot be regenerated into the individual's hand image or the individual's raw geometric measurements.

5.4. The Village of Bensenville will permanently delete the biometric data and corresponding ID number of former employees from the Hand Punch Clock Devices within one (1) week of the former employee's termination of employment.

6. Consent to Collection of Biometric Data:

The Village of Bensenville will collect an image of your hand and will store a 9-byte numerical template created by the image in its Hand Punch Clock Devices for the purpose of verifying your identity when you clock in and out of the Village's timekeeping system. The Village of Bensenville will not disclose the 9-byte numerical template without your consent unless the disclosure is required by law, by a valid court-issued warrant, or by a valid court-issued subpoena. The Village will permanently delete the 9-byte numerical template and your corresponding ID number from its Hand Punch Clock Devices within one (1) week of your termination of employment with the Village of Bensenville. A copy of the Village of Bensenville's Biometric Information Security Policy is attached to this consent, and available upon request from the Human Resources Department.

Article 3. Conditions of Employment (not all inclusive)

Section 3.01 Residency Restrictions

As a condition of employment, every new employee, after the effective date of this section, shall reside within the state of Illinois. This requirement applies to all new employees of the Village. (Ord. 37-2009, 7-9-2009)

Section 3.02 Outside Employment

Outside employment by any Village employee should be kept to a minimum as your work for this Village must be your priority. As a rule, time off, vacation, and holidays are granted for the benefit of the employee and are not to be utilized for outside employment. It is to be understood that an employee's employment with the Village (even if part time or seasonal) is to be their primary employment. No outside employment shall be permitted if:

1. It could or does physically or mentally hamper or interfere with the employee in his/her ability to do the essential job functions required of the employee by the Village.
2. It would or could reflect adversely upon the employee or the Village.
3. It is in conflict with (or appears to be in conflict with) the employee's position as a Village employee.

Each employee, prior to engaging in outside employment, shall notify the Department Head as to:

1. The name of the outside employer;
2. The nature of the outside work; and
3. The standard work schedule of the outside work.

The Human Resources Director or Village Manager shall reserve the right to prohibit and/or restrict any outside employment on the part of any Village employee which employment, in their judgment, might be detrimental to the best interest of the Village or the employee's performance of services on behalf of the Village. In such cases, the employee will be given an appropriate warning and then must decide if he wants to continue his service with the Village or with the outside employer. Employees of the Village may not engage in outside business activities while on normal duty nor may Village property be used for anything but Village functions.

If an employee suffers any injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any workers' compensation benefits, except as otherwise required by law.

IMPORTANT NOTE: Employees are required to seek approval for outside employment in writing on an annual basis.

Section 3.03 Conflict of Interest

No employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested directly or indirectly in the sale to or by the Village, of land, materials, supplies, or services, except on behalf of the Village as an employee. This provision may be waived by the President and Board of Trustees upon full disclosure of all pertinent facts when in the Village's interest only if allowed by law. It also shall be the responsibility of any employee to fully comply with all applicable federal, state and local laws relating to conflicts of interest, financial disclosure, and ethics, including all revisions thereto.

Section 3.04 General Village Code Of Ethics:

- A. Employees, as public employees, are deemed to acknowledge and understand the following (not exhaustive list):
1. The public judges its government by the way public employees conduct themselves in their employment.
 2. The public has a right to expect that every public employee will conduct themselves in a manner that will tend to preserve public confidence in and respect for the government represented.
 3. Such confidence and respect can best be promoted if every public employee will uniformly: (i) treat all citizens with courtesy, impartiality, fairness and equality under the law; and (ii) avoid both actual and potential conflicts between their private self-interest and the public interest.
 4. The avoidance of such actual and potential conflicts between private self-interest and the public interest can best be promoted if every public employee will uniformly: (i) avoid the expenditure of public funds for nonpublic purposes; that is, the expenditure of public funds by any and all public employees shall be for and in furtherance of only recognized public purposes; and (ii) avoid the expenditure of public funds without supporting receipts therefor; that is, there shall be no expenditures of public funds by any public employee without receipts accounting for one hundred percent (100%) of such expenditures. Such obligations of honest and truthful conduct and fair dealing are minimum requirements with which all public employees shall comply, and are in addition to any other obligations required or imposed by law.
 5. The best interests of the public require that all public employees be obligated to report for investigation all alleged violations of this ethics code discovered in good faith.
- B. For purposes of this ethics code, the following definitions shall apply:
1. Financial Interest: any interest which shall yield, directly or indirectly, a monetary or other material benefit (other than the duly authorized salary or compensation

for his or her services to the Village) to the Employee or to any person employing or retaining the services of the Employee.

2. Immediate Family: a person who is related to an Employee as spouse or as any of the following, whether by marriage or a civil union partnership, blood or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law or sister-in-law.
3. Official Action: any act, action, approval, decision, denial, directive, disapproval, inaction, order, performance, nonperformance, recommendation, vote or other direct result of an Employee's exercise of discretionary authority in connection with the Employee's public position.
4. Partner in Interest: (i) a member of the Employee's immediate family; or (ii) a business with which the Employee or a member of the Employee's immediate family is associated; or (iii) any other person with whom the Employee or a member of the Employee's immediate family is in business, or is negotiating or has an agreement concerning future employment or the future conferring of any personal benefit, whether in the Employee's own name or the name of any business or person from whom the Employee is entitled or expects to become entitled to receive any personal benefit, as a result of a contract or transaction which is, or which is expected to become, the subject of an official action by or with the Village.
5. Personal Benefit: any benefit which is offered or received, or perceived to be offered or received, primarily for the purpose of influencing the manner in which an Employee performs or refrains from performing an official action, so that an attempt is made to induce the Employee, or the Employee is induced, to act in favor of some interest other than the public interest on the basis of an expectation or hope that the Employee or a partner in interest of said Employee will obtain some private gain by acting against the public interest; provided, however, that the term "personal benefit" does not include payment by the Village of salaries, compensation or employee benefits or payment by an employer or business other than the Village of salaries, compensation, employee benefits or pursuant to a contract, when the payment is unrelated to an Employee's status as such and is not made for the purpose of influencing, directly or indirectly, an official action of an Employee.
6. Personal Interest: any direct or indirect interest, whether the value is financial or nonfinancial, which value may accrue to a person or result in such person deriving or potentially deriving a personal benefit as a result of the approval or denial of any ordinance, resolution, order or other official action, or the performance or nonperformance thereof, by an Employee, and which interest is not shared by the general public.

- C. Fair And Equal Treatment: No Employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large. No Employee shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor or service for the personal convenience or the private advantage of the Employee or any other person. This rule shall not be deemed to prohibit an Employee from requesting, using or permitting the use of such publicly owned or publicly supported property, vehicle, labor or service which it is the general practice to make available to the public at large.
- D. Prohibited Acts:
1. No Employee or partner in interest of such Employee shall have any financial interest or personal interest, directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in any contract, business or official action of the Village or any board, body, committee or department thereof, except as may be specifically permitted under the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq., as amended, or under any other applicable law.
 2. No Employee or partner in interest of such Employee shall solicit or accept from any person, directly or indirectly, any personal benefit, regardless of value, or the promise of receiving a personal benefit in the future, for the Employee or partner in interest of such Employee.
 3. No Employee shall expend public funds for nonpublic purposes. That is, the expenditure of public funds by any Employee shall be made only upon the authorization of the Corporate Authorities of the Village and only for and in furtherance of properly identified public purposes.
 4. No Employee shall expend public funds without supporting receipts therefor. That is, there shall be no expenditures of public funds by any Employee unless such expenditures have been previously authorized by the Corporate Authorities of the Village and all such expenditures must be evidenced by receipts accounting for one hundred percent (100%) of such expenditures.
- E. All Employees shall be and are hereby obligated to report to the Village Manager or any member of the Village Board for investigation all alleged violations of this ethics code discovered by such Employee in good faith.

Section 3.05 Hiring Constraints

3.05.1 Minimum Standards

All applicants must be at least 16 years of age. Full-time applicants should either have a high school or high school equivalency diploma within one year of employment. An employee of 15 years of age may be hired subject to work permit/employment authorization from the school.

3.05.2 Hiring Of Relatives

The Village shall not hire relatives of an elected official or the Manager unless: (a) the nature of the position requires a specific educational or professional certification and the relative is so qualified; or (b) the position is part-time or seasonal and compensation is fixed at or near the federal minimum wage. Relatives of Department Heads and Supervisors, otherwise qualified, may be employed by the Village in other Departments provided there is no actual or perceived conflict of interest involved. Under this policy, 'relative' means spouse, mother, father, mother-in-law, father-in-law, sons and daughters, brothers and sisters, and their spouses, sons-in-law, daughters-in-law, aunts and uncles, nieces and nephews, and first cousins. As a matter of administrative rule, the Village Manager shall be informed of such relationship in writing before such employment takes place to help minimize any conflict of interest. These issues will be addressed on a case-by-case basis.

Section 3.06 Recruitment Policy

For positions, other than sworn police personnel, recruitment generally will originate from the department and be processed through the Office of the Human Resources Director.

Section 3.07 Code of Conduct and Whistleblower Protection Policy

The Village of Bensenville is strongly committed to conducting its business lawfully and in accordance with the highest ethical standards. We are proud of our values, and hold ourselves out to our community as a model for others to follow. To this end, this Code of Conduct and Whistleblower Protection Policy serve to: (1) emphasize the Village of Bensenville's commitment to ethics and compliance with the law; (2) set forth some (but not all) general standards of ethical and legal behavior; (3) provide a reporting mechanism for known or suspected ethical or legal violations; and (4) help prevent and detect wrongdoing.

3.07.1 Scope

This policy applies to all of the Village of Bensenville's employees.

3.07.2 Ethical Standards

A. Conflict of Interest

A conflict of interest exists when a person's private interests interferes in any way with the interests of the Village of Bensenville. A conflict can arise when an employee takes actions or has interests that may make it difficult to perform his or her work for the Village of Bensenville objectively and effectively. Conflicts of interest may also arise when an employee receives improper personal benefits as a result of his or her position at the Village of Bensenville.

Conflicts of interest may not always be clear cut, so if you have a question, you should consult with your immediate supervisor, the Village of Bensenville's Human Resources Director or, if circumstances warrant, the CAO. Any employee who becomes aware of a conflict or potential conflict should immediately bring it to the attention of the appropriate person in the chain of command.

B. Compliance with Laws, Rules and Regulations

Obedying the law, both in letter and in spirit, is the foundation on which the Village of Bensenville's ethical standards are built. In conducting the business of the Village of Bensenville, employees shall be expected to understand and comply with all applicable governmental laws, rules and regulations. That said, we do not expect Village of Bensenville employees to be lawyers. If an employee does not feel that he or she has a good grasp of the applicable laws and regulations, then the employee should seek the assistance at the most appropriate level of the chain of command.

C. Fraud and/or Significant Accounting Deficiencies

Any Village of Bensenville employee, officer or director shall promptly bring to the attention of the CAO any information he or she may have concerning: (a) significant deficiencies in internal controls over financial reporting which could adversely affect the Village of Bensenville's ability to legitimately and accurately record, process, summarize and report financial data or (b) any fraud involving any financial or operational matter anywhere within the Village of Bensenville.

D. Reporting Known or Suspected Violations

The Village of Bensenville's employees are required to report all known or suspected violations of this Code of Conduct. Specifically, employees should talk to the appropriate person in the organization about any known or suspected illegal or unethical behavior. If the employee is uncomfortable speaking with this person, then the employee can follow the chain of command to seek resolution all the way to the Board Chair. *No retaliatory action of any kind will be permitted or tolerated against anyone making such a report under this Policy or against any person who participates in an investigation under this Policy. The Village of Bensenville will strictly enforce this prohibition, and violators will be subject to disciplinary action up to and including termination if deemed appropriate based on the circumstances involved.*

Note, reporting known or suspected illegal or unethical behavior is not optional. It is required. Similarly, all employees are required to cooperate in internal investigations of misconduct. Any failure to report a violation or to withhold information related to a violation will result in discipline up to and including discharge.

Finally, it goes without saying, that any violation of this Code of Conduct, will result in discipline up to and including discharge. Any violation of this Code that also constitutes a violation of law may result in criminal penalties and civil liabilities for the offending employee.

REMEMBER

1. ALL EMPLOYEES MUST REPORT SUSPECTED ILLEGAL OR UNETHICAL BEHAVIOR Or any other actual or potential violation of this Policy.
2. EMPLOYEES WHO MAKE SUCH A REPORT (OR PARTICIPATE IN AN INVESTIGATION) WILL BE PROTECTED FROM ANY RETALIATION FOR DOING SO.

3. This policy will be reviewed from time to time for possible revision and should be construed in a manner that complies will applicable laws.

Article 4. Work Attendance and Leave

Section 4.01 Hours of Work

The hours of work shall be those necessary for the efficient conduct of the Village's business, as determined or revised from time to time by the Village Manager. Each Department Head shall maintain a schedule of normal working hours for his department. Of course, exceptions to the normal schedule may arise and we appreciate an employee's cooperation if this occurs.

Section 4.02 Political Activities

Employees shall not engage in the following prohibited political activities (not all inclusive) on working time or with the use of Village resources. This Policy shall be construed in accordance with ILCS 430/5-15 and all other applicable laws and regulations:

1. Employees shall not perform any political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any Village property or resources by engaging in any political activity for the benefit of any campaign for elective office or any political organization;
2. At no time shall any Employee misappropriate the services of any other employee of the Village by requiring that other employee to perform any political activity (i) as part of that other employee's Village duties, (ii) as a condition of Village employment, or (iii) during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off);
3. An Employee shall not be required at any time to participate in any political activity in consideration for that Employee being awarded any additional compensation or other Village benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise; and
4. An Employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the Employee's participation in any political activity.

Nothing in this section shall prohibit activities that are otherwise appropriate for an Employee to engage in as a part of his or her official duties or activities that are undertaken by an Employee on a voluntary basis as permitted by law. No Employee in a position that is subject to recognized merit principles of public employment shall be denied or deprived of Village employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

No rule or regulation herein shall in any way be interpreted to inhibit or prohibit any Employee from exercising his or her full political rights to engage in political activities, including the right to petition, make speeches, campaign door to door, and to run for public office, so long as the Employee does not use his or her official position to coerce or influence others and does not engage in these activities while he or she is at work on duty and/or as otherwise prohibited by law.

This policy will be carried out to the fullest extent of the law.

Section 4.03 Holidays

The following are paid holidays for eligible Full Time employees in covered positions (when these days fall on a normally scheduled work day of the employee and provided the day is designated by the Village as a covered holiday by Ordinance):

New Year's Eve Day
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Floating Holidays: During the calendar year, each employee also shall receive two (2) floating days as holidays to be taken at the employee's discretion, provided the work unit would remain sufficiently staffed. Floating holidays must be approved by the Department Head and may be taken for religious holidays that are not observed by the Village. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. We will post a notice of the Village designated holidays generally at the start of each calendar year as a convenience to our employees. Employees are required to notify the Department Head in advance if there is a need to take a floating holiday for this purpose to help ensure that the time away can be reasonably accommodated.

4.03.1 Holidays On Weekends

Whenever any of the holidays listed above fall on Saturday, the preceding Friday normally will be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday normally will be observed as the holiday.

4.03.2 Holiday Pay

For each such Village designated holiday, when not worked, an eligible employee shall receive holiday pay computed at his regular straight-time hourly rate for the number of hours for which he is normally and regularly scheduled to work immediately prior to the holiday. For each such holiday in fact worked, an eligible employee shall receive one and one-half (1-1/2) times his regular straight-time hourly rate for all hours worked on that holiday in lieu of the paid holiday time off. If the employee and Village mutually agree, compensatory time off may be granted and scheduled in lieu of pay for time worked on a holiday. To be eligible for the holiday pay, employee either has to be present immediately before or after holiday or use the vacation days immediately before and after the holiday pay. Use of sick time or unpaid leaves immediately before and after holiday is considered a disqualification for the specific holiday pay.

4.03.3 Eligibility Requirements

In order to be eligible for holiday pay, the employee must be a full-time employee. The Employee also must have worked the employee's full normally scheduled work day immediately preceding the holiday. No employee will be eligible for holiday pay unless the employee is in a covered position and works the full regularly scheduled workday immediately before or after a designated holiday. The only exception is for an employee on approved FMLA leave for one or both of the days.

4.03.4 Holiday Hours For Overtime Purposes

For the purpose of computing overtime, all holiday hours worked or not worked but paid under this Policy shall be regarded as "hours worked". Employees in certain eligible positions who are required to work on a designated holiday, will be entitled to an alternate day off within the same pay period as determined by your Department Head.

Section 4.04 Vacation

4.04.1 Eligibility and Allowances

Full-time eligible employees in covered positions (other than recreational or seasonal employees) shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be based on the following schedule:

4.04.2 Working Days

Length of Continuous Service	Vacation Days per Year (earned on a pro-rata basis based on portion of year worked)
After completion of one (1) year	up to 10 working days
After completion of five (5) years	up to 15 working days
After completion of fifteen (15) years	up to 20 working days
After completion of twenty-five (25) years	up to 25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. Part-time employees in covered positions who are regularly scheduled to work the same hours each week throughout the year may be entitled to one (1) week paid vacation for their regularly assigned workweek hours after completing one (1) year of service with the Village. After completing five (5) years of service with the Village, such part-time employees shall be entitled to two (2) weeks paid vacation for their regularly assigned workweek hours.

4.04.3 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation. Employees who submit a written request to the employee's own supervisor at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

4.04.4 Scheduling, Accrual and Carryover

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. Unused vacation time shall not accumulate from year to year, except upon written approval of the Village Manager. Vacation leave shall not be granted in units less than one-half (1/2) working day. Vacation accumulation shall be limited to 5 days only and all other amounts not taken by the anniversary yearend will be considered forfeited. Under the special circumstances, at the discretion of the Village Manager, an employee may be allowed to carryover earned vacation time for the amount more than five days. The carry over request will be reviewed by the Village Manager on case-by-case basis and the approval is solely subject to the Village Manager's discretion.

4.04.5 Emergencies

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify his/her immediate supervisor as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of accrued vacation day(s) available.

4.04.6 Vacation Rights In Case Of Layoff Or Separation

Any employee who is laid off for more than five (5) working days, or who retires, voluntarily quits, or is otherwise terminated (for any reason) prior to taking his/her earned vacation, shall be compensated in cash for the unused vacation he has properly accumulated but not used at the time of separation. Payment shall be made on the next regular payday following the date of separation.

Section 4.05 Sick Leave

4.05.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs.

The Village realizes that sick leave abuse is a very serious offense which may result in discipline (up to and including termination), no matter when discovered.

4.05.2 Allowance

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as provided in this Policy. Sick leave will be granted for purposes of childbearing on the same terms and conditions as any other illness or disability. Where applicable, time off that qualifies for sick pay will run concurrently with otherwise approved unpaid FMLA time off.

4.05.3 Days Earned In Accumulation

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work.

Regular part-time employees shall be allowed up to six (6) days of sick leave, based on their average workday hours, for each calendar year of service. Sick leave cannot be taken before it is actually earned.

4.05.4 Rate Of Payment

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized (or the number of hours per day the employee was regularly scheduled to work prior to the sick leave, if other than eight (8) hours).

4.05.5 Notification

Notification of absence due to sickness shall be given as soon as possible on the first day of such absence to the employee's supervisor. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline as well (except if authorized under the FMLA).

4.05.6 Medical Examination

The Village may require a doctor's slip attesting to (a) the employee's medical need to be away, and/or (b) the employee's release to return to work (either with or without a reasonable accommodation where applicable) immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse, due to a pattern of absences or extended days off, and/or for an absence of three (3) work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Any required examination by a Village designated doctor or nurse of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village. In the case of a sick day used for an ill family member, the Village may require doctor's certification by the physician of the family member as

a condition of payment under this Policy. Failure or refusal to provide requested medical information will result in loss of benefits and privileges under this Policy.

4.05.7 Abuse Of Sick Leave

Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge.

4.05.8 Sick Leave Utilization

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon termination of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days. Sick leave payment which is to be made upon termination/retirement shall be held for four pay periods after termination/retirement and will be paid on the fifth pay period after the termination/retirements and such payment will not be eligible for IMRF purposes. Any amounts of accumulated hours of sick leave above 60 are forfeited upon retirement and/or termination.

An employee may be removed from the payroll if the employee's sickness continues beyond thirty (30) consecutive working days after all accumulated sick leave has been exhausted. The Village Manager may allow accrued vacation time to be applied toward a continuing absence due to serious and prolonged illness, in lieu of removal from the payroll.

The Village Manager or Department Head may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

Absence from work which is necessary due to illness in an employee's immediate family (defined as spouse, child or parent, provided they are living with the employee) may be applied against accrued sick leave days, but in no event more than ten (10) such work days in a calendar year.

Any unpaid time off that qualifies under this Policy and the FMLA will run concurrently, except if prohibited by law.

Section 4.06 Leave of Absence

4.06.1 Discretionary Leave

The Village may, in its discretion, grant a leave of absence at the request of an employee without pay for good and sufficient reason (as determined by management). The Village shall, in its discretion, set the terms and conditions of the leave.

4.06.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable (and at least 30 days in advance when the need for leave is foreseeable). The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

4.06.3 Military Leave/VESSA Leave/School Visitation Leave/Voting Leave

The Village complies with all applicable state, federal and local laws regarding leaves of absence. If you have questions about whether you are eligible for time off or to apply for a leave for one of these purposes, please consult the Human Resources Director.

4.06.4 Jury Leave or Witness Duty

Employees who are summoned to jury duty or subpoenaed as witnesses in matters in which they have no personal or pecuniary interest shall receive time off with pay, provided that proper notice is given to their immediate supervisor. An employee shall notify his immediate supervisor as soon as possible after being subpoenaed or summoned. The Village shall compensate such employees at their regular rate of pay for time lost while serving on jury duty or witness duty. As a condition of receiving such compensation, the employee must sign over to the Village all compensation received for jury duty or a witness appearance as it is received, except for a mileage allowance, which the employee may keep, and he may be required to present verification of the witness appearance or jury duty. If an employee is subpoenaed to be in court for any other reason, the time off will be granted but without pay (or the employee may be required to substitute his/her earned time off benefits, if any).

4.06.5 Funeral Leave

In the event of death in the employee's "immediate family" (defined as the employee's legal spouse (including civil union partner), children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse), an employee shall be granted up to three (3) consecutive workdays off work to attend the funeral. Leave beyond such three (3) workdays may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

4.06.6 Benefits While On Leave

1. Unless otherwise stated in the Village Personnel Rules, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than ninety (90) calendar days, upon return the Village will place the employee in his or her previous job if the job is vacant; if the previous job is not vacant or if the leave of absence is for ninety (90) calendar days or more, the employee will be placed in the first available opening in his classification or in a lower-rated classification, if available, according to the employee's seniority, where skill and ability to perform the work without additional training is equal. An employee returned to a lower-rated classification shall be subject to recall to his former classification if an opening develops.
2. During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under the Village Personnel Rules, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plans(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village and applicable administrative cost.

4.06.7 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to apply for or accept employment elsewhere or for self-employment, except with the express written approval of the Village Manager. Employees who engage in employment elsewhere in violation of this Policy during such leave may immediately be terminated by the Village.

Section 4.07 Family and Medical Leave Act

1. If you have been employed by the Village for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more Village employees within a 75-mile radius of that work site, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:

1. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);
2. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
3. In order to care for your spouse, child, or parents if they have a "serious health condition;"
4. Because of a "serious health condition" that makes you unable to perform the functions of your job; or

5. Because of any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty in a foreign county) in the Armed Forces, including the National Guard and Reserves.

2. Serious Health Condition. For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following:

- a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
- d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative

surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in a foreign country. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave or any other qualifying reason listed above.

With respect to a Qualifying Exigency Leave:

- a. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
- b. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (h) additional categories that are agreed to by the employer and employee within this phrase.
- c. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy).
- d. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include "parents in law".

4. Military Caregiver Leave. If you have been employed by the Village for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of

twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit a medical certification available from our Human Resources Department or an invitational travel order or authorization from the Department of Defense as a condition of receiving approved Military Caregiver Leave. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.
- b. “Outpatient status” means the status of a Covered Service Member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service

member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

5. Spouses Employed by the Village. If your spouse also works for the Village and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a. and 1b. above, or to care for your parent with a serious health condition under paragraph 1c above, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the Service member Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the Village may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1.c. and 1.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the Village (unless you accept the second opinion as determinative). A second medical opinion will not be requested for Military Caregiver Leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Village asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's

serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1.c. and 1.d., above), or to care for a Covered Service member if you are a spouse, child, parent or next of kin to the Covered Service member (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Village may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity while on FMLA leave, that time does not count against your 12 week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time that you are performing in a light duty capacity (or until the end of the applicable 12 month FMLA leave year if longer).

9. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to your supervisor or the Human Resources Manager at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as “practicable,” who generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Human Resources Manager for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the Village has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply “call in sick” without providing additional information which would provide the Village with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the Village consistent with the Village’s established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment

effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the Village for the costs and expenses associated with insuring you during the leave.

11. Return From a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks during a single twelve (12) month period if you took a leave under the Service member Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the Village designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the Village’s receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

12. Coordination with Other Policies. You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the Village's conditions for taking the paid leave (although the Village may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

14. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Director so that the matter can be promptly investigated and remedied as appropriate.

15. Compliance With Other Laws. In administering this FMLA Policy, the Village complies with the Americans with Disabilities Act ("ADA") and any other relevant law. The Village may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this Policy, as a reasonable accommodation for a disability under the ADA.

Article 5. Guidelines for Conduct

Section 5.01 General Rules

Your primary responsibility is to do a good job, and this carries with it a number of obligations, such as obeying Village rules, adhering to safe working practices, cooperating with management, fellow employees and our residents and remaining committed to the best interests of the Village. As an employee of the Village of Bensenville, you also are expected to meet reasonable standards of work performance and personal conduct at all times.

The Village's policy is, whenever appropriate, to utilize progressive discipline procedures for violations of work rules, policies, or poor work performance. However, the Village reserves the right to deal with each violation or infraction on a case-by-case basis. This means that as a general rule, you will be given an increasingly severe penalty each time an offense is committed or work performance falls below an expected standard. Some types of misconduct, however, are so intolerable that you may be suspended (with or without pay as determined by the Village Manager) or even terminated immediately upon the first occurrence.

The following are examples of offenses which are so intolerable that they will result in immediate, severe disciplinary action up to and including immediate termination for the first offense. THIS LIST IS NOT ALL INCLUSIVE:

3. Stealing (taking without permission) property belonging to the Village, a resident or another employee.
4. Being absent three or more consecutive days without acceptable notice to the Department Head.
5. Failing to return on time from a leave of absence.
6. Falsifying or altering Village records.
7. Fighting with, assaulting, threatening, or using obscene language towards management, a co-worker, visitor or resident regardless of where the incident occurs.
8. Fighting with, assaulting, threatening, on Village property, any person not covered by above Rule #5; or deliberately provoking or inciting another person to engage in an assault or fight on Village property.
9. Destroying, damaging or hiding property belonging to the Village, a resident or another employee.
10. Giving false information to anyone who has any duty in preparing Village records including employment applications (no matter when discovered).
11. Refusal or failure to promptly comply with a work assignment or instruction or failing or refusing to perform assigned work.

12. Reporting to work or working under the influence of alcoholic beverages or a habit-forming or illegal drug, or having such in one's possession on Village property, or other violation of Alcohol and Drug Policy.
13. Attempting to or bringing alcoholic beverages or any non-prescription drugs or illegal substances into working areas.
14. Engaging in immoral or indecent conduct or any conduct which could embarrass the reputation of or discredit the Village.
15. Possessing or storing dangerous weapons or explosives on Company property.
16. Removal or adjustment of safety or security devices or alarm systems, without authorization from your supervisor.
17. Being convicted of a felony or other serious crime which reflects upon an employee's continuing fitness to perform his/her job, or which results in harm to the Village's reputation. (These issues will be addressed on a case-by-case basis considering all of the facts involved)
18. Failing or refusing to cooperate with the Company in any investigation of a theft or a suspected theft of property, or other conduct harmful to the Village or the concealment of or failure to report the occurrence of any violation of any Village rules or policies or general understanding of proper conduct.
19. Reckless (or dangerous) driving in parking lots or other similar activity that presents an actual or potential safety threat to our employees or others.

The following are examples of offenses which may result in disciplinary action under our progressive discipline procedure. In certain situations, depending on the severity and/or frequency of the offense, the first offense will result in immediate suspension or even discharge for the first offense. Nothing in this Policy is intended to create a procedural or contractual right.

20. Failing to follow prescribed work rules or policies.
21. Repeated absenteeism or tardiness.
22. Violation of No-Solicitation/Distribution policy.
23. Refusing to work a reasonable amount of overtime, or failing to work voluntarily accepted overtime.
24. Using obscene or threatening language in a malicious manner towards another employee, resident or visitor.
25. Destruction of bulletin boards, or marking or destroying any literature on such bulletin boards, or posting anything on bulletin boards without permission of management.

26. Failing to follow prescribed parking regulations, prescribed safety and health procedures, practices or policies.
27. Failing to report any accident or injury as promptly as possible to your supervisor or Department Head.
28. Failing to maintain satisfactory work performance, or incompetent or inefficient work performance.
29. Failing to maintain satisfactory or proper standards of dress, grooming or cleanliness.
30. Engaging in horseplay, or other disorderly conduct.
31. Interfering with the work performance of other employees.
32. Unauthorized absence from premises or assigned work area, including leaving early for breaks, lunch or at the end of the day or failing to return on time from breaks or lunch, and/or failing to properly record time away when leaving work areas.
33. Excessive loafing on the job or unreasonable use of toilet or washroom facilities during working time.
34. Being in an unauthorized area of the building or examining any type of Village records without your supervisor's authorization.
35. Engaging in personal business during working time, such as personal work, personal telephone calls, sleeping, reading, visiting other employees, etc., without permission of your supervisor.
36. Failing to call the Company, as far in advance as possible under the circumstances, when not reporting for work.
37. Failing to report knowledge of violation of Company rules, policies or procedures by another employee.
38. Habitual, repeated or frequent neglecting or failing to swipe in or out on time cards, (including swipes to record breaks, lunch periods or when changing departments).
39. Carelessness or negligent use of computers, copying machines, fax machines, or other Village property or equipment or any violation of computer or equipment use policy.
40. Use or wearing of sunglasses, headsets, or personal radios in working areas without prior permission from your supervisor.
41. Any other act or omission deemed harmful or hazardous to the Village, our property, our employees, our residents and/or our visitors.

Article 6. Complaint Procedure

Section 6.01 Complaint Policy

It is the overall Policy of the Village that each employee has the right to pursue complaints of a violation of this Personnel Policy through the chain of command. Employees who have completed the probationary period will be entitled to use the Village complaint procedure. All actions of a Village Department Head in reference to any complaint shall stand until or unless overruled by the Village Manager. Questions concerning the validity of an order of a supervisory employee shall not exempt any employee from the responsibility of completing the task assigned. *NOTE: There is nothing in this Policy or Manual which is intended to create a contractual right or due process obligation beyond which may be required by law.*

Section 6.02 Complaint Procedure

A complaint of a violation of this Personnel Policy shall be processed in the following manner:

Step 1: Any employee who has a complaint of a violation of this Personnel Policy is encouraged to submit a written complaint signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a complaint under the Village Personnel Policy. The written complaint should specify the section or sections of the Village Personnel Policy that are allegedly violated, misinterpreted, or misapplied, the full summary of facts on which the complaint is based and the specific relief requested. All complaints should be presented not later than five (5) business days from the date of the occurrence or event first giving rise to the complaint, or within five (5) business days after the employee, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged complaint. Extensions would be considered only if required by law and/or otherwise as necessary and appropriate in management's discretion to resolve a matter. The immediate supervisor shall investigate the matter and render a written response to the complainant within five (5) business days after the investigation is conducted.

Step 2: If the complaint is not resolved at Step 1 and the employee wishes to appeal the complaint to Step 2 of the complaint procedure, it shall be submitted in writing designated as a "complaint" to the Department Head involved within five (5) business days after receipt of the Step 1 answer; provided, however, that where the Department Head is the employee's immediate supervisor, the employee shall proceed directly from Step 1 to Step 3 within five (5) business days after receipt of the Step 1 answer. The complaint submitted at Step 2 shall be in writing and dated and signed by the employee. The written complaint shall contain a summary statement of the facts, the provision or provisions of the Village Personnel Policy, which are alleged to have been violated, and the specific relief requested. The Department Head or designee shall investigate the complaint and, in the course of such investigation, may offer to discuss the complaint with the complainant at a time mutually agreeable to the parties. If no resolution of the complaint is reached, the Department Head or designee shall provide a written answer to the complainant thereafter.

Step 3: If the complaint is not resolved at Step 2, it may be referred in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter,

the Village Manager or his designee and the Department Head or other appropriate individual(s) as desired by the Village Manager, shall meet with the complainant generally within five (5) business days of receipt of the employee's appeal, if practicable. If no agreement is reached, the Village Manager shall submit a written answer to the employee generally within five (5) business days following the meeting.

Step 3 is the final phase in the complaint procedure and the decision of the Manager shall be final and binding.

Section 6.03 Time Limit For Filing

No complaint shall be received or processed unless it is submitted within five (5) business days after the occurrence or event first giving rise to the complaint, or within five (5) business days after the employee complainant, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged complaint. For purposes of this Section, a "business day" is defined to include Mondays through Fridays only, excluding Village celebrated holidays.

If a complaint is not presented within the time limits set forth above, it shall be considered "withdrawn and resolved." If a complaint is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled based on the Village's most recent answer. If the Village does not answer a complaint or an appeal thereof or hold a complaint meeting within the specified time limits, the aggrieved employee may elect to treat the complaint as unresolved at that step and immediately appeal the complaint to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in the Village Personnel Policy.

Section 6.04 Important Note/Disclaimer

This policy is intended to provide a guideline for resolving complaints and it is not intended to create a procedural due process right or guarantee of any particular procedure where management has grounds to believe it is not appropriate or legally required to adhere to this policy.

Section 6.05 Advanced Step Complaint Filing

Upon written mutual agreement between the complainant and the Village Manager, the first and/or second steps of the complaint procedure may be bypassed. Such written mutual agreement shall not in any way be construed as a waiver of the time limits for the filing and processing of a complaint.

Article 7. Advanced Education and Professional Organizations

Section 7.01 Tuition Reimbursement Policy

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The course must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirements of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village 100% of the degree program costs paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village employment within two (2) years of the end of the semester (or applicable unit).

Section 7.02 Professional Organization. Membership, and Conference Policy

7.02.1 Professional Organization Membership

Village Employees are encouraged to affiliate with professional organizations and societies for which they qualify by education or training; provided that such affiliation produces observable benefits for the Village. The Village Manager reserves the right to limit the number of organizations to which an employee may belong.

7.02.02

Conference Attendance

Employees are encouraged to attend short courses or State conferences, within the constraints of the applicable budget. Application should be made to the employee's Department Head for

permission to attend. The Village Manager shall review the request and the recommendation of the Department Head. Permission may be granted by the Village Manager if, in his opinion, there is sufficient benefit to both the employee and the Village.

Section 7.03 Reimbursement of Expenses

The Village shall compensate an employee in attendance at a pre-approved conference in the following manner:

- a) One hundred percent (100%) of registration fee.
- b) All reasonable expenses for meals.
- c) Single accommodation for room
- d) Coach fares for plane, train, or bus transportation.
- e) A millage allowance, if required.
- f) Miscellaneous expenses such as taxi, car rental, etc., if required.
- g) The Village will not compensate for expenses for spouses or additional guests.
- h) The Village will not reimburse an employee for costs related to the purchase or consumption of alcohol.

Prior pre-approval for mileage, lodging, meals and any other expenses expected to be incurred must be pre-approved by department head.

Article 8. Other Miscellaneous Policies

Section 8.01 Equipment Accountability Policy

Object: The purpose of this document is to establish a Village Bensenville Equipment Accountability Policy regarding the assignment, procurement, use and accountability of Village provided wireless communication/Data Processing Equipment and to ensure the use or access such equipment is in compliance with the Village's policy and consistent with Village business needs.

Applicability: This policy applies to all the Village Employees.

Equipment: Equipment under this policy includes all data processing and communication devices Including all Desktop Computers, Laptop Computers, Surfaces, iPads, Mini iPads, Mobile Data Computers, Mobile Phones, Head Phones, Wireless Radios, Landline Phones, Printers, Mobile Printers, LCD screens, LED Screens, Projectors, Smart Boards, Data Storing devices, Network Cables, Switches, Mainframes, VM Wares, Internet Modems, Internet Mobile Jet Packs, and any other equipment which qualifies as data processing, data storage or data transfer device. The equipment also includes all the software as well installed on the above listed devices. The equipment for this policy includes all the equipment whether they are acquired by the Village or donated to the Village or seized/forfeited by the Village.

Inventory: Each department is responsible for all the equipment assigned to their department. Each department must maintain an Inventory for all the IT equipment qualifies by the definition as listed above. IT department at the Village of Bensenville should also maintain the master list of the equipment.

Policy: The Village of Bensenville recognizes that data processing/wireless communications equipment and related services are an important and necessary tool to assist Village staff to perform their job duties. Therefore, the Village may provide wireless communications equipment and service to certain employees to assist in the proper performance of their job duties. This policy applies to all employees who are provided, have access to or otherwise use Village wireless communications. The Village Manager reserves the right to change this policy.

1. The Village of Bensenville provides wireless communication equipment/data processing equipment to certain employees through the IT Department, as authorized by the Village Manager and necessary for the proper performance of job related activities.
2. The IT department also has authority, under the direction of the Village Manager, to coordinate and arrange for such wireless communications equipment and service in support of the Village's business needs at the request of the employee's Department Director.

3. In considering the Department Director's cellular equipment request, the Village IT Department will evaluate and determine the most cost effective service plan and equipment for each authorized Village employee.
4. Only the Village Manager (or designee) is permitted to enter into an agreement or contract for cellular equipment or service, on behalf of the Village. Procurement and distribution of equipment, accessories and service plans shall be the responsibility of the Village IT Department at the request of the Department Director.
5. No employee is authorized or permitted to use their own personal cellular equipment or other wireless communications for work related phone calls, text messages and/or email (unless authorized) by the Department Director or designee. If they should happen to do this, they are reminded that this usage is not reimbursable by the Village and the employee is solely responsible for the expense involved.
6. Users must understand that any use of the Village's wireless communication systems or services will not be considered or regarded as private communications. As such, the users should have no expectation of privacy with respect to any such communications. All wireless communications, particularly business email or text messages, can and will be subject periodic review to ensure compliance with this policy. Additionally, all such communications may be subject to release in response to a FOIA request, court order or any other statutory requirement.
7. With prior approval of the Department Director, a reasonable amount of limited personal use of Village wireless communications is permitted as long as it does not interfere with the employee's job performance or productivity and the transaction of Village business, consume significant resources, give rise to any additional costs or interfere with the activities of other employees of the Village. However, it is important for all users of the Village's cellular equipment to understand that ALL communications transmitted, received and/or stored using any of the Village's cellular equipment is subject to being reviewed by the Village, regardless of the business or personal nature of the communication. Users should not assume that any such communications shall remain private and may be subject to release in response to a FOIA request or a court order.
8. The Village cannot and does not imply, extend, or guarantee any "right to privacy" for voice calls and or electronic communications placed over Village provided cellular equipment, including but not limited to call detail records, logs, voice mail messages, data storage, text messages, emails, and address books.

9. Employees must return their cellular equipment to the IT department when no longer required for their work assignment and/or upon separation from the issuing department or the Village and/or in the event the authorization is restricted or revoked by the Department Director.
10. All Villages issued wireless communication systems and numbers are the Village's property.
11. Outgoing Village employees and those returning cellular equipment due to a job change may not take the Village cellular equipment; however, with approval from the Department Director and Director of IT they may port the cell phone number to another carrier.
12. If the Village Manager determines that the "fair market" value of cellular equipment is minimal; the Village Manager can authorize an outgoing individual to pay that amount to the Village to keep the Village cellular equipment. However, under no circumstances may an employee continue on the Village's cellular plan, even if purchasing the Village cellular equipment.
13. Under all circumstances, employees are required to use the Village provided cellular equipment in compliance with all laws and regulations. Employees using cellular telephones while driving are required to use a hands-free device or pull over to a safe location on the side of the road before placing or receiving a call.
14. Employees using cellular equipment for text messaging while driving is required to pull over their vehicle to a safe location before reading or sending text messages. In the event of a violation of any traffic laws while using the Village's equipment, the employee may lose privileges and the employee is solely responsible for the cost of citations involved. The Village reserves the right to discipline any employee caught using electronic devices, including cellular equipment, in an unsafe manner while operating a vehicle or piece of equipment. This shall include but not be limited to not using hands free calling or texting while driving.
15. Employees using cellular equipment will be solely responsible for the purchase of all the application (apps). Any expense incurred to buy an app by the employees for employee's work related activities can be reimbursed subject to the prior approval from the Department Director and the Village Manager.

Damage: Reasonable care should be taken to prevent equipment loss or damage. On each occasion of damage or lost Village Property, the employee who is assigned the equipment must write a written memo (email or paper copy) explaining the incident of damage or loss of the property. If assigned equipment is lost or damaged, the same equipment or part may be ordered for the employee at the expense of the department upon approval of the Department Director along with Village Manager. However, if the Department Director/Village Manager

determines that the equipment was lost or damaged due to negligence or misplacement, the employee is liable for the cost of repair or replacement. Lost equipment MUST be reported immediately to the Department Director and IT department; failure to do so could seriously compromise Village data security and could result in discipline to the employee.

Confidentiality: All employees are expected to maintain the integrity of the sensitive, confidential and proprietary information that is stored on or is passed through Village information systems unless released via a legally permissible means, such as FOIA or court order. This definition includes but is not limited to:

- a) Personnel information including salaries, performance reviews, complaints, grievances, disciplinary records and medical records.
- b) Criminal history information, mug shot images, police investigation records, intelligence files, and tactical information.
- c) Names, addresses or other personal information about Village residents or vendors.

Penalties for Violation of Copyright Laws and Policies: According to the US Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. Village employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination. The Village does not condone the illegal duplication of software.

Village Property: All work produced for the Village by an employee, including but not limited to information technology, is at all times the exclusive property of the Village and may not be removed, copied, reproduced or sold by any employee. Any information or document (or copy thereof) that is provided to an employee during his/her employment with the Village and/or which the employee had access during his/her employment must be promptly returned upon request and in no event prior to his/her last day of employment with the Village. If you have a question about whether it is appropriate to retain or have access to such information or document, you are required to seek written permission from the Village Manager (or designee) before doing so.

Any actual or threatened violation of this policy will be strictly enforced and may result in appropriate legal action to protect the integrity and confidentiality of the information involved.

Section 8.02 Credit Card Usage Policy

Objective: The credit card policy is designed to set rules and guide lines for the procurement transactions to be done using the Village Credit Cards.

A) Number of Credit Cards:

Village will obtain 3 credit cards. One will be in possession of the Village Manager, one will be available in possession of the Village Manager's Office staff, and one will be with the Finance Department. The Village Manager can authorize additional cards if needed

B) Authorized Transactions:

Village Credit Card can be used for the following transactions on behalf of the Village:

- a. For emergency purchases as defined in the procurement policy.
- b. To pay for the small expenses incurred in dealing with day to day business by village manager.
- c. To pay for the expenses on behalf of the Village where check payment is not practical or the vendor does not allow any other form of payment except credit cards.
- d. To buy goods and/or services online where check payments and/or purchase orders are not accepted.
- e. To pay for the expenses on behalf of the Village for the authorized and approved employee travel, air fare, boarding, lodging etc.
- f. For small purchases as defined in the procurement policy.
- g. The expense which is authorized by the Village Manager/Village Board to be paid by the Credit Card.

C) Unauthorized Transactions:

- i) No Village credit card can be used for cash advances, personal purchases and unauthorized/unapproved purchases.
- ii) While using the credit card on business tour/visits at any restaurant or hotel, the Village credit card can never be used to pay for any liquor, beer or any alcoholic beverages.

D) Proper Care

It is the duty of Village employee using the credit card to take proper care of the credit card, get receipts of all the transaction conducted thru the credit card and provide an accurate accounting as well as justification of the transaction.

- iii) All the credit card transactions must be reported on the warrant at its earliest.
- iv) Any rewards, gifts or point benefits out of the credit card usage should only be received by the Village and should never be cashed by any employee of the Village. The reward points/mileage earned can be used to offset the cost of any official travel/tour for the benefit of the Village only.
- v) Village is exempt from all kind of sales tax and employee should make sure to keep sales tax exemption form while conducting transactions and should make sure that sales tax is not charged on any of the purchases.
- vi) Under no circumstance, any village employee should store the credit card number on any piece of paper, email or other electronic form.

Section 8.03 Travel and Business Expense Policies and Procedure

Section 1. Purpose

The purpose of the Village of Bensenville Travel and Business Expense Policies and Procedures (“Expense Policy”) is to effectively regulate reimbursement of all travel, meal and lodging expenses of Village of Bensenville’s Officials and employees. The Expense Policy is established pursuant to the Local Government Travel Expense Control Act, Public Act 99-604. Each Public Official and Employee is responsible for assuring that expenditures are prudent and necessary to effectively fulfill their duties to the Village of Bensenville.

Section 2. Applicability/Effective Date

This Expense Policy shall apply to all the Employees of the Village of Bensenville.

Section 3. Definitions

“Act” is the Local Government Travel Expense Control Act, Public Act 99-604.

“Authorized Individual” shall mean an Employee, whether elected, appointed, or employed, who is authorized to incur travel and travel related or business expenses in the performance of his or her duties.

“Entertainment” includes, but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose or program or event.

“Public Entity” is the Village of Bensenville.

“Travel” means any expenditure directly incident to official travel by Employees and Officers of the Village of Bensenville, involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Section 4. Authority to Incur Travel and/or Business Expenses

A. The Village of Bensenville hereby recognizes that certain travel and business expenses are necessary and proper for the efficient conduct of public business. Such travel and business expenses are properly incurred for performing mandated, job-required duties (such as investigating usefulness of equipment or services to a particular government requirement) and/or are related to attendance at schooling, conferences, seminars, meetings and workshops, where such attendance is necessary for continuing education, or is deemed worthwhile for reasons including but not limited to, networking, marketing and/or facilitating the duties of the office or business of the Village of Bensenville.

B. The Village of Bensenville through its budget system, shall maintain control of travel and business expenses for Officials and Employees, which shall provide for the efficient and economical conduct of official business.

C. Prior authorization for travel planned by an Employee during a budget year shall be obtained as part of the approved budget for each department. All travel and business expenses by an Employee must be authorized by the Village Manager.

D. If a member of the [elected or appointed board] finds it necessary to incur travel and/or business expenses, and when the expenses are within the intent of the annual adopted budget, the expenditures are authorized.

E. Summary reports of travel to conferences, conventions, seminars and/or meetings may be reported, if required, to the Village Board or Department Head.

Section 5. Allowable Expenses

A. Travel and/or business expenses shall be limited to those expenses necessarily incurred by the Official/Employee in the performance of duties related to the functions and responsibilities of the Official/Employee.

Without securing additional approval of Village Board, the maximum allowable expense to be incurred by any Official or Employee in any budget year shall be as follows:

Travel: \$2,000 Business Expense: \$2,000

B. Business expenses shall apply to those expenditures which are incurred in the performance of a public purpose, including attending meetings with government officials, seminars and training programs, pick-up and delivery of parts and/or equipment, community programs and any other related purposes.

Section 6. Funding

A. All travel requires prior authorization.

B. Except as hereinafter set forth, all travel requires the completion and submittal to [name the office] of the Expense Request Form, as attached hereto and incorporated herein as Exhibit 1. All expenses incurred for which reimbursement is sought must be accompanied by the original receipt for such expenditures.

C. Travel advances may be issued to an Authorized Individual prior to departure on an authorized trip. The advance payment will be predicated on the amount estimated as set forth in the Expense Request Form, attached hereto as Exhibit 1. All travel reservations for a common carrier must be made by [name of officer] or his/her authorized representative. If common carrier tickets are necessary, issuance of such tickets shall be made only upon receipt of the Expense Form, with proper approval signatures. If an authorized travel advance is less than the

approved actual expense, the difference will be paid to the Authorized Individual following travel, and upon proper receipts being provided. If the travel advance is greater than the actual or allowed travel expense, then the difference shall be reimbursed to the Village of Bensenville within thirty (30) days after return of the Authorized Individual.

D. All Authorized Individuals are required to ensure that vendors are made aware of and provided with the Village of Bensenville tax exemption information whenever applicable.

Section 7. Expense Request Form

The [name of office] shall provide an Expense Request Form, attached hereto as Exhibit 1, to be used by each Authorized Individual for travel requests, expenses and reimbursements and mileage allowances, for use for all expenditures and reimbursements sought in an amount more than Twenty and 00/100 Dollars (\$20.00).

No Expense Request Form shall be required to be submitted for expenses, in connection with travel, that are billed directly to the Village of Bensenville.

The [name of individual] shall cause requests for travel expense and reimbursement to be verified before payment is made therefore.

Section 8. Meal Allowances and Accommodations

A. Meals

For the purpose of reimbursements, the allowances for meals shall be based on the schedule set forth by the Internal Revenue Service for all cities within the continental United States.

If meals are provided as a part of the registration fee for the authorized travel, no additional meal allowances will be paid or reimbursed.

Meals for guests, which are paid for by the Authorized Individual as part of appropriate conduct of public business, shall be deemed a legitimate expenditure for the Village of Bensenville Officers and Employees, and reimbursement may properly be sought therefore. In such circumstances, the guest's meal is not subject to authorized Internal Revenue Service allowances.

B. Accommodations

Hotel or accommodations allowances will be made when travel extends overnight and requires lodging, at the single occupancy rate (unless an Authorized Individual determines to

share accommodation with another Authorized Individual). An Authorized Individual taking a guest shall pay any cost differences for double occupancy. The Government Room Rate shall be sought in all circumstances, unless not available. Room service, and additional room expenses (movie rental, valet, minibar, etc.) will not be paid and/or reimbursed.

E. Exclusions

1. Alcoholic beverages are excluded from reimbursement for any meal and/or accommodation.

2. Expenses related to entertainment are excluded from reimbursement, unless such entertainment is ancillary to the purpose or program or event. For example, “ancillary” means those entertainment events which are included in the registration cost of a convention or seminar.

F. Exceptions

Any exceptions to this Policy must be granted in writing by the [name of official].

Section 9. Transportation

A. All travel must be on a convenient and mainly traveled route. If an Authorized Individual travels by an indirect route for his/her convenience, any extra costs shall be borne by the Authorized Individual. Air travel shall be at the coach fare.

B. If a privately owned automobile is used for travel, the Authorized Individual shall be entitled to a mileage reimbursement at a cents-per-mile rate equal to the Internal Revenue Service allowable rate then in effect. When two or more Officers or Employees are attending the same travel related event, carpooling should be practiced whenever possible. The actual speedometer reading from Village of Bensenville to the destination and return to the Village of Bensenville shall be used for mileage calculation purposes.

C. Transportation by common carrier which has not been prepaid, and for which the Authorized Individual seeks reimbursement, must be substantiated by the original receipt from the common carrier.

D. Transportation by charter vehicle may be authorized when deemed to be the most economical method of travel considering the nature of the business, the number of people making the trip and the most efficient and economical means of travel.

Section 10. Reimbursable Incidental Expenses

An Authorized Individual may be reimbursed for incidental travel expenses incurred during the course of travel. Such incidental travel expenses include, but are not limited to, the following:

1. Registration fees, convention, conference, seminars and/or training fees.
2. Taxi/Rideshare, and airport or hotel limousine fares.
3. Car rentals.
4. Storage or baggage fees.
5. Tolls.
6. Parking fees.
7. Telephone and facsimile charges relating to official business.
8. Tips for parking attendants and baggage handling.
9. Public Transportation.

Any miscellaneous expense over \$20.00 for which reimbursement is being sought shall be accompanied by receipt.

Section 11. Emergencies

In the event of an emergency necessitating travel or the incurrence of a business expense, the requirements of this Expense Policy shall be waived prior to travel or incurring the expense. However, within thirty (30) days of any emergency expenditure, the Expense Request Form shall be completed and filed with the appropriate office for reimbursement and to document the emergency. Report of any emergency expenditure shall be provided to the Corporate Authorities in an open meeting.

Section 12. Credit Card

A Credit Card may be used by the Authorized Individual for the conduct of public business, in regard to charging and payment of travel and/or business expenses that cannot be conveniently paid for by other means.

Use of an authorized Credit Card must be in accordance with the policy enacted for same by the Village of Bensenville.

Section 13. Auditing

All Expense Request Forms shall be submitted to the [official/office] no later than thirty (30) days before travel or the business expense is expected to be incurred for estimated expenses, or within thirty (30) days after the travel or business expense has been incurred for auditing by [official/office].

Section 14. Official Documents

In compliance with the Act, all documents and information submitted in regard to travel and/or business expenses in accordance with these Policies and Procedures are declared to be “public records” and subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Section 15. Fraudulent Claims

Claims submitted pursuant to these Policies and Procedures must be signed by the Authorized Individual, which signature shall serve as verification of the true and correct nature of the funds being sought therein. Any individual who makes or aids in the making of a false or fraudulent claim shall be guilty of a violation against the Village of Bensenville and, if found guilty of same, shall be punished as provided in the Village of Bensenville Personnel Rules and Regulations. In addition, any individual who receives an advance or reimbursement by use of a false claim, shall be liable for repayment of the amount.

Section 16. Supersede/Conflict in Policies and/or Procedures

These Policies and Procedures supersede any other policy or procedure currently in effect to the extent such policy or procedure is in conflict with that provided herein.

ACKNOWLEDGEMENT

I, _____ hereby acknowledge that I have received the Village of Bensenville Unlawful Harassment, ADA and other Anti-Discrimination and Anti-Harassment Policies and that I have read and fully understand its/their contents. I also agree and accept responsibility to obtain and review copies of any amendments to such Policies.

I understand that it is my right and sometimes my obligation to report any incident of a violation of any of these policies so that the matter can be promptly investigated and remedied if appropriate. I was notified that no retaliation will be taken or tolerated against me for reporting a possible violation or participating in a complaint investigation.

Signed: _____

Date: _____

RECEIPT OF PERSONNEL EMPLOYEE HANDBOOK

I have received a copy of the Village of Bensenville Employee handbook. I understand that the Employee Manual contains a summary of some benefits and policies and that the Village reserves the right to change, modify or delete rules, policies and benefits contained in the Employee Manual. I agree to abide by the rules and regulations contained in the Employee Manual and with any revisions made thereafter. I also understand that any delay or failure by the Village to enforce any Village Policy or rule will not constitute a waiver of the Village's right to do so in the future.

I understand that neither this Employee handbook nor any other communication by a management representative, whether oral or written, is intended in any way to create a contract of employment. Since employment with the Village of Bensenville is voluntarily entered into, I am free to resign at any time. Similarly, the Village of Bensenville may terminate the employment relationship whenever it believes it is appropriate. In the event of a conflict between this Manual and a specific provision of the collective bargaining agreement, the collective bargaining agreement will govern.

I am aware that the Village has the right and responsibility to take reasonable steps to inspect and review any items, materials or communications that are made with Village equipment or on Village time. Therefore, I acknowledge that I have no expectation with respect to the privacy of such communications. Finally, I acknowledge and understand that nothing in this Manual or this Receipt is intended to diminish my rights to engage in free speech or other forms of communication that are protected by law, including the right to engage in lawful protected or concerted activity under the Illinois State Labor Relations Act.

Date

Signature

[Return to the Director of Human Resources and Copy in Employee Personnel File]



EMPLOYEE HANDBOOK

Revised January ~~2015~~2017

TABLE OF CONTENTS

Contents

EMPLOYEE HANDBOOK	1
TABLE OF CONTENTS	1
Article 1. General	4
Section 1.01 Disclaimer	4
Section 1.02 Collective Bargaining Agreements	4
Section 1.03 Equal Opportunity Employer	4
Section 1.04 Civility Policy and Policy against Workplace Violence or Threats	6
Section 1.05 Drug & Alcohol Policy	8
Section 1.06 Smoking Policy	10
Section 1.07 Sexual Harassment Policy	10
1.07.2 Responsibilities of Employees	12
1.07.3 Responsibilities of Others who do business with the Village.....	13
1.07.4 Procedures for Filing a Complaint of Sexual or Other Harassment	13
1.07.5 Reprisal or Retaliation is Prohibited	14
1.07.6 Gift Ban Policy	19
Section 1.08 Loss Control Policy Statement	21
Section 1.09 Use of Cellular Devices While Operating Vehicles	21
Section 1.10 E-Mail, Internet & Other Electronic Communications	22
1.10.1 Definitions	22
1.10.2 Responsibility	30
Article 2. Personnel	31
Section 2.01 Personnel Files	31
Section 2.02 Employee Identification Cards	31
Section 2.03 Mileage Allowance	31
Section 2.04 Probationary Period - New Employees	31
Section 2.05 Job Openings	32
Section 2.06 Part - Time Employees	32
Section 2.07 Light Duty	32
Section 2.08 Disciplinary Action	32

Section 2.09 Separation Provisions	33
2.09.1 Procedure	33
2.09.2 Exit Interviews.....	33
Section 2.10 Biometric Information Security Policy	34
Article 3. Conditions of Employment (not all inclusive)	37
Section 3.01 Residency Restrictions	37
Section 3.02 Outside Employment	37
Section 3.03 Conflict of Interest.....	38
Section 3.04 General Village Code Of Ethics:	38
Section 3.05 Hiring Constraints	41
3.05.1 Minimum Standards	41
3.05.2 Hiring Of Relatives	41
Section 3.06 Recruitment Policy.....	41
Section 3.07 Code of Conduct and Whistleblower Protection Policy	41
3.07.1 Scope.....	41
3.07.2 Ethical Standards.....	42
Article 4. Work Attendance and Leave	44
Section 4.01 Hours of Work.....	44
Section 4.02 Political Activities	44
Section 4.03 Holidays.....	45
4.03.1 Holidays On Weekends	45
4.03.2 Holiday Pay.....	45
4.03.3 Eligibility Requirements.....	46
4.03.4 Holiday Hours For Overtime Purposes	46
Section 4.04 Vacation.....	46
4.04.1 Eligibility and Allowances	46
4.04.2 Working Days.....	46
4.04.3 Vacation Pay.....	47
4.04.4 Scheduling, Accrual and Carryover.....	47
4.04.5 Emergencies	47
4.04.6 Vacation Rights In Case Of Layoff Or Separation.....	47
Section 4.05 Sick Leave	48

4.05.1 Purpose	48
4.05.2 Allowance	48
4.05.3 Days Earned In Accumulation	48
4.05.4 Rate Of Payment	48
4.05.5 Notification	48
4.05.6 Medical Examination	49
4.05.7 Abuse Of Sick Leave	49
4.05.8 Sick Leave Utilization	49
Section 4.06 Leave of Absence	50
4.06.1 Discretionary Leave	50
4.06.2 Application For Leave	50
4.06.3 Military Leave/VESSA Leave/School Visitation Leave/Voting Leave	50
4.06.4 Jury Leave or Witness Duty	50
4.06.5 Funeral Leave	51
4.06.6 Benefits While On Leave	51
4.06.7 Non-Employment Elsewhere	51
Section 4.07 Family and Medical Leave Act	51
Article 5. Guidelines for Conduct	60
Section 5.01 General Rules	60
Article 6. Complaint Procedure	63
Section 6.01 Complaint Policy	63
Section 6.02 Complaint Procedure	63
Section 6.03 Time Limit For Filing	64
Section 6.04 Important Note/Disclaimer	64
Section 6.05 Advanced Step Complaint Filing	65
Article 7. Advanced Education and Professional Organizations	65
Article 8. Other Miscellaneous Policies	67
Section 8.01 Equipment Accountability Policy	67
Section 8.02 Credit Card Usage Policy	71
Section 8.03 Travel and Business Expense Policies and Procedure	72
Acknowledgement	78
RECEIPT OF PERSONNEL EMPLOYEE HANDBOOK	79

Article 1. General

Section 1.01 Disclaimer

Please Read Carefully

This Employee handbook is not intended to create nor should it be construed to constitute any type of employment contract, promise, or guarantee between the Village of Bensenville and its employees. This Employee handbook is also not intended to provide any assurance of continued employment for any specific term. Rather, it is simply intended to describe the Village of Bensenville and some of its personnel policies and procedures. Needless to say, these policies and procedures supercede all prior policies and statements regarding these issues and they may, and likely will, be changed from time to time with or without notice, as the Village deems appropriate. Furthermore, employment conditions and compensation may be altered or terminated at any time with or without cause and with or without notice at the option of the Village of Bensenville. No representative of the Village of Bensenville, other than the Village Manager, has the authority to enter into any agreement contrary to the foregoing. .

Section 1.02 Collective Bargaining Agreements

The Village is a party to certain Collective Bargaining Agreements with the union(s) for certain covered employees. The terms and conditions of employment for the covered employees are set forth in the Collective Bargaining Agreement. In the event of any inconsistency between this Handbook and a specific provision of a Collective Bargaining Agreement, the Collective Bargaining Agreement takes precedence but only as to those employees covered by the agreement. Employees with questions about their Collective Bargaining Agreement should contact their union steward and/or the Director of Human Resources or Department Head for guidance.

Section 1.03 Equal Opportunity Employer

The Village is firmly committed to prohibiting unlawful discrimination and harassment on the basis of all legally protected categories, including without limitation, based on race, color, sex, age, sexual orientation or sexual preference, gender, gender identity or expression, religion, military status, marital status, national origin, disability, pregnancy, childbirth or any medical condition related to pregnancy or childbirth, or any other protected category as defined by applicable law. This policy extends throughout the employment process, from application/selection through termination, and in all employment related decisions.

If you feel that you have been the victim of unlawful discrimination or harassment of any kind or if you have witnessed a violation of this Policy, you are encouraged to promptly report the allegations to your Department Head or the Director of Human

Resources. Be assured that all complaints will be promptly investigated and remedied as appropriate. Also be assured that no retaliation will be taken or tolerated against any employee covered by this Policy who reports a complaint of a violation of this Policy and/or participates in an investigation of any complaint allegations. In the event the Village determines that a violation of this Policy has occurred, appropriate disciplinary action (including immediate termination, if warranted) will be taken as deemed necessary by management.

Disability & Pregnancy Accommodation Requests

The Village prohibits discrimination on the basis of disability, pregnancy, or medical conditions related to pregnancy or child birth. Therefore, the Village will not refuse to hire, segregate, or take any other employment action with respect to recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure or the terms, privileges or conditions of employment on the basis of pregnancy or disability.

The Village also makes reasonable accommodations when necessary for all employees and/or applicants with disabilities and/or employees who are affected by pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, provided the employee is otherwise qualified to perform the essential functions of the job.

Consistent with these commitments, the Village will not require an employees affected by pregnancy or other disability to take a leave of absence (against the employee's wishes) if another reasonable accommodation can be provided to the known medical conditions related to the disability or pregnancy of that employee. Further, the Village will not fail or refuse to reinstate an employee affected by pregnancy or other disability to his/her original job or to an equivalent position with equivalent pay, seniority, and benefits upon her signifying his/her intent to return to work or when the need for reasonable accommodation ceases, unless the Village can demonstrate that the accommodation would impose an undue hardship on the Village's operations.

The Village may request documentation from an employee's health care provider concerning the need for the requested reasonable accommodation(s), the medical justification for the requested accommodation(s); a description of the reasonable accommodation(s) that is medically advisable; the date the reasonable accommodation(s) became (or will become) medically advisable; and the probable duration of the reasonable accommodation(s). The Village may deny an accommodation if it imposes an undue hardship. Employees and/or applicants are encouraged to discuss their need for a reasonable accommodation with Human Resources. These issues will be addressed on a case-by-case basis. ~~The Village is firmly committed to prohibiting unlawful discrimination on the basis of all legally protected categories, including without limitation, based on race, color, sex, age, sexual orientation or sexual preference, religion, military status, marital status, national origin, disability or handicapped status, etc. This policy extends throughout the employment process, from application/selection through termination, and in all employment related decisions.~~

~~The Village also is committed to providing reasonable accommodations to disabled or handicapped individuals who are otherwise qualified to perform the essential job functions of the position for which the individual applies and/or is hired. If you believe you are in need of a reasonable accommodation, you should notify the Director of Human Resources or your Department Head so that your request can be considered as appropriate. We encourage your participation in the interactive reasonable accommodation process.~~

~~If you feel that you have been the victim of unlawful discrimination of any kind (including denial of a reasonable accommodation if disabled) or if you have witnessed a violation of this Policy, you are encouraged to promptly report the allegations to your Department Head or the Director of Human Resources. Be assured that all complaints will be promptly investigated and remedied as appropriate. Also be assured that no retaliation will be taken or tolerated against any person who reports a complaint of a violation of this Policy and/or participates in an investigation of a complaint allegation. In the event the Village determines that a violation of this Policy has occurred, appropriate disciplinary action (including immediate termination, if warranted) will be taken as deemed necessary by management.~~

Section 1.04 Civility Policy and Policy against Workplace Violence or Threats

The purpose of this Policy is to set forth some examples of the types of acts or behaviors that cannot and will not be tolerated in the work place. Though these issues can best be described as "common sense," there are times when individuals forget standards of decorum thus requiring that this Policy be spelled out as a reminder. In short, it is the Village's Policy that all employees treat co-workers, customers, and visitors with respect and as they would like to be treated themselves. All employees are entitled to a comfortable working environment while on premises and while properly engaged in business activities on behalf of the Village.

Workplace Violence: Workplace violence includes, without limitation, any act or threat of violence by any former or current Village employee, customer or visitor against another employee, customer or visitor on or about Village premises or elsewhere, at any time while properly engaged in Village business or in circumstances that may affect your employment with the Village. This definition includes acts or threats of harm or damage against personal or Village property (regardless of the person who initiates the action and even if intended to be a joke). By definition, the actual or threatened possession of weapons (firearms, fireworks, knives, etc.), except as allowed and properly used pursuant to Village and department rules and regulations (in the following paragraph), on Village premises also constitutes workplace violence and is strictly prohibited. The Village maintains a "zero tolerance" for violence Policy and a violation of this Policy will be grounds for disciplinary action including immediate dismissal (no matter when discovered), and even where the incident may have been intended as a joke.

Concealed Carry Policy: You are strictly prohibited from possessing or using any and all weapons while on Village property or while on Village business. This includes, but is

not limited to knives, explosives, firearms, ammunition and martial arts weapons, regardless of licensure or concealment. However, nothing in this Policy prohibits any person who holds a valid license issued by the State of Illinois from carrying a concealed firearm on or about his or her person within a vehicle into the parking area or storing a firearm or ammunition concealed in a case within a locked vehicle or locked container out of plain view within the vehicle in the parking area or as otherwise allowed by and consistent with Illinois law. Outside of this limited exception in this paragraph of this Policy, licensees (other than peace officers who are otherwise licensed and authorized to do so as provided by law), are prohibited from carrying firearms on Village property or into Village buildings.

Unacceptable Behavior: Unacceptable behavior includes any act, statement, gesture, or other behavior that occurs while at the workplace or while engaged in business activities and/on behalf of the Village which a reasonable employee, customer or visitor would or could reasonably find offensive. Unacceptable behavior can include, but is not limited to:

1. Obscene, inappropriate or unprofessional communications of any kind, including (without limitation) telephone calls, letters, facsimile transmissions, electronic mail including posting of same;
2. Racial, sexual, religious, ethnic or other similarly inappropriate jokes or comments based on any of the protected bases stated in our EEO Policy (Section 1.03),
3. Obscene, offensive, inappropriate and/or abusive gestures;
4. Abusive, offensive or disruptive acts, statements or behavior;
5. Invasions of privacy of a fellow employee or a resident or visitor of the Village.
6. Use, disclosure or misappropriation of any Village property or confidential information.
7. Any other action, inaction, gesture or statement deemed harmful to the Village, its employees, property or reputation.

Note: This policy will be construed in accordance with all applicable laws and it is not intended to restrict or limit an employee's lawful communications or protected conduct as allowed by the Illinois State Labor Relations Act or any other law that governs the employment of the Village's employees.

Consequences of Policy Violation:

Workplace violence and unacceptable behavior is strictly prohibited. The Village requires that all employees, customers, and visitors engage in proper, professional conduct. Employees who engage in workplace violence and/or unacceptable behavior may be subject to discipline, up to and including discharge. Customers and visitors who

violate this Policy may also be subject to disciplinary action appropriate to the situation (including termination if deemed warranted by management). Depending on the incident and surrounding circumstances involved, civil and/or criminal action also may be taken against the offender.

Every supervisor is reminded to take appropriate steps to help ensure that the workplace is free from workplace violence and/or unacceptable behavior. For example, when appropriate, supervisors should consider doing any one or more of the following:

1. Informing all employees of the substance of this Policy and the potential consequences of a violation;
2. Encouraging employees who are aware that another employee has engaged in violence or unacceptable behavior to report this behavior to their supervisors promptly; and
3. Taking prompt action when such reports are made so that the matter can be investigated and remedied as appropriate.

Employees are asked and expected to report any incidents of workplace violence or unacceptable behavior to their supervisor or the appropriate party as soon as possible after becoming aware of the event (no matter how slight the incident may seem at the time). The Village prohibits retaliation against anyone for making a complaint pursuant to this Policy, or cooperating in an investigation under this Policy. Employees also should be aware that complaints of this sort are a serious matter and may lead to discharge against the offender when warranted.

Section 1.05 Drug & Alcohol Policy

In an effort to help ensure a safe and productive work environment, the Village of Bensenville has adopted the following Policy:

1. The Village prohibits the illegal or inappropriate sale, distribution or transfer of mind or behavior-altering drugs, alcohol, or illegal substances (including lawful drugs taken contrary to prescription) by Village employees at any time while on Village property or while engaged in Village business related activities. The Village also prohibits the sale, distribution, transfer or possession and use of alcohol, legal drugs or illegal drugs while on Village premises, Village business, or in any manner which may impair an employee's ability to safely perform assigned job duties or which otherwise adversely affects the Village's business or reputation. Violation of this Policy will subject an employee to disciplinary action, up to and including discharge.
2. The Village does not prohibit the use of over-the-counter drugs or prescription drugs, in the manner approved by a physician, when that usage does not impair an employee's ability to safely perform his job duties. An employee taking an over-the-counter or prescribed drug that could tend to affect his/her reflexes, mind and/or behavior while on Village premises, should report such usage to the

Human Resources Manager before the employee's scheduled shift begins. This will enable the employee to discuss with management ways in which the employee can be reasonably accommodated (if any) in safely performing the employee's essential job functions.

3. The Village may require testing for prohibited substances where there is reasonable cause to suspect that the employee is or may be using or is under the influence of alcohol or drugs, and/or may be otherwise in violation of this Policy. A urinalysis, blood test, and/or other appropriate drug/alcohol screening may be administered to determine if drugs, alcohol, or metabolites are in the employee's system. The test results will be released to Village management for appropriate review on a confidential basis.
4. We also require employees to subject to post-accident drug and/or alcohol (where appropriate) testing any time there is an accident or injury at work and/or damage to Village property.
5. Further, we reserve the right to conduct drug testing on a random basis to ensure compliance with this policy, except if prohibited by a collective bargaining agreement. These testing rights are in addition to any obligations we have to require periodic and/or random testing pursuant to the law for safety sensitive positions. Please be aware of your obligation to comply with this policy (and/or face termination for refusing to submit to a test upon request pursuant to this policy). This provision is necessary for the safety of our employees and residents and to ensure compliance with all laws which prohibit unlawful drug use or consumption; therefore, you should not expect privacy with respect to these issues at work.
6. Any employee who tampers with a test sample and/or who refuses to submit to a test immediately (i.e., generally within one (1) hour of the request in the event of a documented medical reason for the delay) upon request will be deemed to be in violation of this Policy. Any violation of the Policy, including a positive test, will be grounds for appropriate discipline, up to and including discharge for the first offense.
7. This Policy will be applied consistently to our employees who are qualified patients who possess a registry identification card from the Department of Public Health authorizing the use, possession and/or consumption of medical cannabis in accordance with the "Illinois Compassionate Use of Medical Cannabis Pilot Program Act".

The goal of this Policy is to ensure that each Village employee is fit for duty and is as productive as possible every day. It remains the Village's desire and intent to encourage any employee with an alcohol or drug dependency problem to seek professional assistance before the problem leads to an incident requiring disciplinary action. Where a violation of this Policy has occurred, an employee's after the fact participation in a drug or alcohol rehabilitation program shall not excuse the employee's

misconduct and it will not relieve the employee of any disciplinary action (including discharge) if deemed appropriate by management for the Policy violation.

Section 1.06 Smoking Policy

It has long been determined that smoking is dangerous to the health of those who smoke. It has been confirmed that smoking is also dangerous for others who inhale the smoke. In addition, smoking typically leaves odors and damages furniture, vehicles, equipment, and buildings. The negative results of smoking have led to the passage of regulatory laws and the decision of many employers to limit or ban smoking in their facilities.

By Village resolution and pursuant to state law, smoking of any kind is prohibited in any Village building, facility, while operating Village equipment, or vehicles. Smoking will be permitted on Village grounds outside of buildings during designated break periods provided it is at least 15 feet from any entrance(s) to the facility. Your Department Head and/or supervisor will determine what qualifies as a designated break period and interpreting whether a particular location is suitable for smoking. If you have questions, please speak to your supervisor. Violation of this Policy is considered a serious safety threat and will lead to disciplinary action (including dismissal) if deemed warranted by management.

Section 1.07 Sexual Harassment Policy

Formatted: Heading 2

The Village is committed to providing a workplace that is free from all forms of unlawful harassment and unlawful discrimination, including sexual harassment. Unlawful harassment includes making the working environment uncomfortable based on a legally protected category such as: race; color; sex; age; sexual orientation or sexual preference; gender; gender identity or expression; religion; military status; marital status; national origin; disability; pregnancy, childbirth or any medical condition related to pregnancy or childbirth; and/or any other protected category as defined by applicable state, federal and/or local law or ordinance. Any employee's behavior or action or conduct that fits the definition of sexual harassment (or harassment based on any other legally protected category) is a form of misconduct, which may result in disciplinary action up to and including immediate dismissal for even the first offense if warranted.

Each employee of the Village bears the responsibility to refrain from sexual and other forms of harassment in the work place. No employee, male or female, should be subjected to unsolicited or unwelcomed sexual overtures or comments based on other categories listed above. Furthermore, all supervisors/managers are expected to make sure that the work environment is free from all forms of harassment and discrimination, including sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment, are strictly prohibited. Instances of sexual harassment or other forms of harassment based on any legally protected category will be investigated in a prompt and effective manner so that appropriate remedial action can be taken where necessary based on the investigation results.

All employees of the Village are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes. All employees also are encouraged to report any complaint or allegation of a violation of this Policy (no matter how slight). Be assured that no retaliation will be taken or tolerated against any employee or other person covered by this Policy who reports a complaint or participates in a complaint investigation pursuant to this Policy.

1.07.1 Definition of Sexual Harassment

Sexual harassment includes (without limitation) any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct commonly considered to be sexual harassment includes (without limitation):

4. Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated or unwelcome requests for dates, or statements about other employees or persons in contact with Village personnel, even outside their presence, of a sexual nature.
5. Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking," or "kissing" noises.
6. Visual (Environmental): Posters, signs, pin-ups, or slogans of a sexual nature.
7. Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual activity, or actual assault.

Sexual harassment may involve: a man harassing a woman; a woman harassing a man; or an individual harassing another individual of the same sex or gender. Simply put: the sexual harassment prohibitions in this Policy are "gender neutral".

Formatted: Heading 4, Tab stops: Not at 0.5"

Formatted: Heading 4, No bullets or numbering

Formatted: Heading 4, Tab stops: Not at 0.5"

More severe and overt forms of sexual harassment are the easiest to determine. An example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is where an employee must submit to unwelcome sexual conduct in order to receive an employment opportunity. It must be noted that the examples used in this Policy are not all inclusive and do not represent the breadth of possible sexually harassing actions. They are intended to help make clear some of the examples of what conduct can constitute sexual harassment.

On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation. An example of the most subtle form of sexual harassment (which is prohibited under this Policy in most cases even if it does not rise to the level of unlawful activity) is the use of endearments. For example, the use of terms such as "honey," "darling," and "sweetheart" is objectionable to many employees who believe that these terms undermine their authority and their ability to deal with other employees on an equal and professional level. Therefore, regardless of your intention, such terms should be avoided at work.

Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three (3) other statements that might be made about the appearance of a co-worker in the work place that could be offensive to another or which may cause another person covered by this Policy to feel uncomfortable at work (this list is not all inclusive):

"That's an attractive outfit you have on."

"That's an attractive outfit. It really looks good on you."

"That's an attractive outfit. You really fill it out well."

To avoid even the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution. Again, these are merely examples and if you need additional guidance as to how to conform to acceptable business standards, please speak to the Director of Human Resources or your Department Head.

1.07.2 Responsibilities of Employees

Each individual employee must refrain from sexual harassment, discrimination, retaliation and unlawful harassment in the work place. An individual who violates this Policy can, of course, be personally liable for his or her individual conduct under the law depending on the circumstances involved. The harassing employee also will be subject to disciplinary action up to and including dismissal where deemed appropriate by management in order to remedy the situation.

Formatted: Heading 3

1.07.3 Responsibilities of Others who do business with the Village

Formatted: Heading 3

As used in this policy, the prohibition against sexual harassment, discrimination and/or retaliation toward any employee also extends to acts, conduct or statements made by a Village official (elected or appointed), agent, lobbyist, attorney, vendor, and/or others who do business with the Village – even if such persons are not employed by the Village and/or compensated for their services by the Village (collectively referred to as the “Vendors”). Employees who feel that they were made uncomfortable at work by the actions of any Vendor is encouraged to report the matter in accordance with the complaint procedure set forth below in this Policy without fear of retaliation. All complaint allegations involving Vendors will be investigated and remedied as appropriate based on the facts involved.

1.07.4 Procedures for Filing a Complaint of Sexual or Other Harassment

Formatted: Heading 3

An employee who either observes or believes herself/himself to be the object of sexual or other unlawful harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the supervisor/manager, the Director of Human Resources, and to the offending employee/person (if the employee is comfortable doing so). Likewise, supervisors/managers in need of information regarding their obligations under this Policy or procedures to follow upon receipt of a complaint of harassment should contact the Director of Human Resources. It is not necessary for the harassment to be directed at the person making the complaint where the working environment is uncomfortable for any person.

Each incident of harassment should be documented or recorded when possible and appropriate. A note should be made of the date, time, place, what was said or done, and by whom when available. The documentation may be augmented by written records such as letters, notes, names, and telephone numbers. If the employee who witnessed the situation elects not to document the incident, a meeting will be held with management for this purpose so that the details can be documented. If it is preferred, however, for the employee to document the situation on his/her own to be sure that all facts and relevant information is retained.

The process for making a complaint about sexual harassment falls into several stages:

1. **DIRECT COMMUNICATION:** If there is offensive or harassing behavior in the work place, the employee involved should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop if the employee is comfortable doing so. The initial message may be verbal. If subsequent messages are needed, the employee is encouraged to put the message in a memo or email. (The employee is free to consult the Human Resources Director for guidance in this process).

Formatted: Heading 4, No bullets or numbering

2. CONTACT SUPERVISORY PERSONNEL: At the same time direct communication is undertaken, or in the case an employee is not comfortable with direct communication, the issue should be promptly reported to the immediate supervisor or the Department Head. If the harasser is the immediate supervisor, or the problem should be reported to the next level of supervision or the Human Resources Director.

Formatted: Heading 4, Tab stops: Not at 0.5"

3. FORMAL COMPLAINT: If an employee is uncomfortable reporting an incident to any supervisor, an employee may also report incidents of sexual harassment directly to the Department Head or Village Manager. The Human Resources Director will counsel the reporting employee and be available to assist with the filing of a complaint. The Human Resources Director will investigate all complaint allegations that are reported. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal.

While employees are permitted to submit a confidential report of harassment; employees are encouraged to provide as much information as possible about the allegations so that the Village can effectively investigate and remedy (if appropriate) any Policy violation(s). NOTE: This procedure set forth above applies to sexual harassment as well as all other forms of discrimination or harassment based on any legally protected category.

While we hope to be able to resolve any complaints of harassment within the Village, you have the right to contact the Illinois Department of Human Rights (IDHR) at the James R. Thompson Center, 100 Randolph Street, Suite 10-100, Chicago, Illinois 60601, about filing a formal complaint. The IDHR will investigate your complaint, and if it determines that there is sufficient evidence of harassment to proceed further, it will file a complaint with the Illinois Human Rights Commission (HRC), located at the same address on the fifth floor. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365th and the 395th day.

1.07.5 Reprisal or Retaliation is Prohibited

Formatted: Heading 3

Reprisals or retaliation against an employee who utilizes this Policy or participates in the investigation of a complaint under this Policy is strictly forbidden. This includes direct retaliation or reprisal, or the encouragement of others to engage in retaliation or reprisal against any person who:

1. Opposes any conduct prohibited by this Policy;

Formatted: Heading 4, No bullets or numbering

2. Complies or encourages others to comply with any provision of this Policy;

Formatted: Heading 4, Tab stops: Not at 0.5"

3. Files a complaint concerning any violation of this Policy;

4. Testifies, assists or participates in any investigation or hearing resulting from a complaint under this Policy; and/or

5. Exercises any right conferred under this Policy.

Section 1.07—The Village forbids retaliation against employee (or other person covered by the Policy) for reporting harassment, assisting in making a discrimination or harassment complaint, or cooperating in a discrimination or harassment investigation. Anyone who believes that they have been retaliated against should notify a Supervisor, a Department Head, or the Village Manager. Further, under the Illinois Human Rights Act (775 ILCS 5/6), the Illinois Whistleblower Act (740 ILCS 174/5), and the State Employee Ethics Act (5 ILCS 430) it is a crime to retaliate, or to conspire to retaliate, against an employee because the employee has opposed an action that the employee reasonably believes to be unlawful discrimination or harassment or because the employee has participated in an investigation of harassment or discrimination. However, an employee who knowingly makes a false report of harassment will be subject to discipline.

Formatted: Heading 4

Statement of Village Policy

~~The Village is committed to providing a workplace that is free from all forms of unlawful harassment and unlawful discrimination, including sexual harassment. Unlawful harassment includes making someone's working environment uncomfortable based on any of the legally protected categories including those set forth in our EEO Policy (i.e., race, sex, age, national origin, religion, sexual orientation or preference, military status, marital status, color, citizenship status, etc.). Any employee's behavior or action or conduct that fits the definition of sexual harassment (or harassment based on any other legally protected category) is a form of misconduct, which may result in disciplinary action up to and including immediate dismissal.~~

~~Each employee of the Village bears the responsibility to refrain from sexual and other forms of unlawful harassment in the work place. No employee, male or female, should be subjected to unsolicited or unwelcome sexual overtures or comments (based on other legally protected categories) in the work place. Furthermore, all supervisors/managers are expected to make sure that the work environment is free from all forms of unlawful harassment and discrimination, including sexual harassment. All forms of discrimination and conduct which can be considered harassing, coercive or disruptive, or which create a hostile or offensive environment, are strictly prohibited. Instances of sexual harassment or other forms of harassment will be investigated in a prompt and effective manner so that appropriate remedial action can be taken where necessary based on the investigation results.~~

~~All employees of the Village are expected to become familiar with the contents of this Policy and to abide by the requirements it establishes. All employees also are encouraged to report any complaint or allegation of a violation of this Policy (no matter how slight). Be assured that no retaliation will be taken or tolerated against a person who reports a complaint or participates in a complaint investigation.~~

~~1.07.1 Definition of Sexual Harassment~~

~~According to state and federal law, sexual harassment includes:~~

~~Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:~~

- ~~1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment;~~
- ~~2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or,~~
- ~~3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.~~

~~Conduct commonly considered to be sexual harassment includes (without limitation):~~

- ~~1. Verbal: Sexual innuendoes, suggestive comments, insults, humor and jokes about sex, anatomy or gender-specific traits, sexual propositions, threats, repeated or unwelcome requests for dates, or statements about other employees or persons in contact with Village personnel, even outside their presence, of a sexual nature.~~
- ~~2. Non-Verbal: Suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking," or "kissing" noises.~~
- ~~3. Visual (Environmental): Posters, signs, pin-ups, or slogans of a sexual nature.~~
- ~~4. Physical: Touching, unwelcome hugging or kissing, pinching, brushing the body, coerced sexual activity, or actual assault.~~

~~Sexual harassment may involve a man harassing a woman. Sexual harassment may also involve a woman harassing a man or harassment between members of the same gender.~~

~~More severe and overt forms of sexual harassment are the easiest to determine. An example of sexual harassment is where a qualified individual is denied employment opportunities and benefits that are, instead, awarded to an individual who submits (voluntarily or under coercion) to sexual advances or sexual favors. Another example is~~

Formatted: Outline numbered + Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
0.19" + Indent at: 0.69"

~~where an individual must submit to unwelcome sexual conduct in order to receive an employment opportunity. It must be noted that the examples used in this Policy are not all inclusive and do not represent the breadth of possible sexually harassing actions. They are intended to help make clear some of the examples of what conduct can constitute sexual harassment.~~

~~On the other end of the spectrum, some sexual harassment is more subtle and depends to some extent on individual perception and interpretation.~~

~~An example of the most subtle form of sexual harassment (which is prohibited under this Policy in most cases) is the use of endearments. For example, the use of terms such as "honey," "darling," and "sweetheart" is objectionable to many women who believe that these terms undermine their authority and their ability to deal with men on an equal and professional level. Therefore, regardless of your intention, such terms should be avoided at work.~~

~~Another example is the use of a compliment that could potentially be interpreted as sexual in nature. Below are three (3) statements that might be made about the appearance of a co-worker in the work place which could be offensive to another or which may a co-worker feel uncomfortable (this list is not all inclusive):~~

~~"That's an attractive outfit you have on."~~

~~"That's an attractive outfit. It really looks good on you."~~

~~"That's an attractive outfit. You really fill it out well."~~

~~To avoid even the possibility of offending an employee, it is best to follow a course of conduct above reproach, or to err on the side of caution. Again, these are merely examples and if you need additional guidance as to how to conform to acceptable business standards, please speak to the Director of Human Resources or your Department Head.~~

~~1.07.2 Responsibility of Individual Employees~~

~~Each individual employee must refrain from sexual harassment, discrimination, retaliation and unlawful harassment in the work place. An individual who violates this Policy can, of course, be personally liable for his or her individual conduct under the law depending on the circumstances involved. The harassing employee also will be subject to disciplinary action up to and including dismissal where deemed appropriate by management in order to remedy the situation.~~

~~1.07.3 Procedures for Filing a Complaint of Sexual or Other Harassment~~

~~An employee who either observes or believes herself/himself to be the object of sexual or other unlawful harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the supervisor/manager, the Director of Human Resources, and to the offending employee/person. Likewise,~~

Formatted: Outline numbered + Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
0.19" + Indent at: 0.69"

Formatted: Outline numbered + Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
0.19" + Indent at: 0.69"

~~supervisors/managers in need of information regarding their obligations under this Policy or procedures to follow upon receipt of a complaint of harassment should contact the Director of Human Resources. This communication may be in person, by telephone, electronic mail, or postal mail. It is not necessary for the harassment to be directed at the person making the complaint where the working environment is uncomfortable for any person.~~

~~Each incident of harassment should be documented or recorded when possible and appropriate. A note should be made of the date, time, place, what was said or done, and by whom when available. The documentation may be augmented by written records such as letters, notes, names, and telephone numbers. If the employee who witnessed the situation elects not to document the incident, a meeting will be held with management for this purpose so that the details can be documented. It is preferred, however, for the employee to document the situation on his/her own to be sure that all facts and relevant information is retained.~~

~~The process for making a complaint about sexual harassment falls into several stages:~~

- ~~1. DIRECT COMMUNICATION: If there is offensive or harassing behavior in the work place, the employee involved should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, the employee is encouraged to put the message in a memo or email if the employee feels comfortable doing so. (The employee is free to consult the Human Resources Director for guidance in this process).~~
- ~~2. CONTACT SUPERVISORY PERSONNEL: At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor or the Department Head. If the harasser is the immediate supervisor, the problem should be reported to the next level of supervision or the Human Resources Director.~~
- ~~3. FORMAL COMPLAINT: If an employee is uncomfortable reporting an incident to any supervisor, an employee may also report incidents of sexual harassment directly to the Department Head or Village Manager. The Human Resources Director will counsel the reporting employee and be available to assist with the filing of a complaint. The Human Resources Director will investigate all complaint allegations that are reported. Any employee's behavior that fits the definition of sexual harassment is a form of misconduct, which may result in disciplinary action up to and including dismissal.~~

~~NOTE: This procedure set forth above applies to sexual harassment as well as all other forms of discrimination or harassment based on any legally protected category.~~

~~1.07.4 Reprisals~~

~~Reprisals or retaliation against an employee who utilizes this Policy or participates in the investigation of a complaint under this Policy is strictly forbidden. This includes direct retaliation or reprisal or the encouragement of others to engage in retaliation or reprisal against any person who:~~

- ~~1. Opposes any conduct prohibited by this Policy;~~
- ~~1. Complies or encourages others to comply with any provision of this Policy;~~
- ~~2. Files a complaint concerning any violation of this Policy;~~
- ~~3. Testifies, assists or participates in any investigation or hearing resulting from a complaint under this Policy; and/or~~
- ~~4. Exercises any right conferred under this Policy.~~

~~1.07.5-1.07.6~~ Gift Ban Policy

It is unacceptable for Village employees or officials to accept gifts forbidden by the Illinois State Gift Ban Act (5 ILCS 430). The Village has adopted the Illinois State Gift Ban Act as Ordinance No. 37-99 and this Ordinance will be subject to revision from time to time to comply with the changes in the law.

Except as otherwise provided, no employee shall intentionally solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, or regulation. This ban applies to and includes the spouse of and immediate family living with the Employee.

This gift ban restriction does not apply to the following:

1. opportunities, benefits, and services that are available on the same conditions as for the general public;
2. anything for which the Employee pays the market value;
3. any (i) contribution that is lawfully made under the Illinois Election Code or the Illinois State Officials and Employees Ethics Act or (ii) activities associated with a fundraising event in support of a political organization or candidate;
4. educational materials and missions;
5. travel expenses for a meeting to discuss Village business;
6. a gift from a relative, meaning those people related to the Employee as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece husband, wife, civil union partner, grandfather,

Formatted: Outline numbered + Level: 3 + Numbering
Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at:
0.19" + Indent at: 0.69"

grandmother, grandson, granddaughter, father-in-law, stepfather, stepmother, stepson, stepdaughter, stepfather, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the Employee's spouse and the Employee's fiancé or fiancée;

7. Anything provided by an individual on the basis of a personal friendship unless the Employee has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the Employee and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the Employee shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the Employee, including any previous exchange of gifts between the individual and the Employee; (ii) whether to the actual knowledge of the Employee the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift, and (iii) whether to the actual knowledge of the Employee the individual who gave the gift also at the same time gave the same or similar gifts to other Employees;
8. food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For purposes of this section, "catered" means food or refreshments that are purchased ready to eat and delivered by any means;
9. food, refreshments, lodgings, transportation, and other benefits resulting from the outside business or employment activities (or outside activities that are not connected to the duties of the Employee as an Employee of the Village) of the Employee, or the spouse of the Employee, if the benefits have not been offered or enhanced because of the official position or employment of the Employee, and are customarily provided to others in similar circumstances;
10. Intra-governmental and inter-governmental gifts. "Intra-governmental gift" means any gift given to an Employee from another Employee or other officer or employee of the Village. "Inter-governmental gift" means any gift given to an Employee by a member, officer or employee of a State agency, of a federal agency, or of any governmental entity;
11. bequests, inheritances, and other transfers at death;
12. any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed in this section is mutually exclusive and independent of one another.

An Employee does not violate this gift ban if the Employee promptly takes reasonable action to return the prohibited gift to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered or succeeded

Section 1.08 Loss Control Policy Statement

The Village of Bensenville realizes that it has the responsibility to provide a safe work environment for its employees and that every employee must pursue the highest standards in his or her assigned activities. All municipal employees must recognize that the well-being of persons involved and the protection of our physical resources are as important as the activity and work being performed.

Therefore, the Village Manager of the Village of Bensenville as follows:

The Village of Bensenville has established a Loss Control Management Program. The Village also expects its employees to respond to all planned safety efforts and to perform their assigned jobs in the safest manner possible.

As the first portion of the Village program, the Director of Human Resources will be assigned the responsibility of organizing the overall Loss Control Management Program.

Each municipal department director will be responsible for the safety and well-being of the workers in his or her department, as well as the repair and maintenance of facilities and equipment in his or her area of responsibility.

Each municipal employee will be responsible for his or her own personal safety and for the safe completion of assigned tasks.

The Village is committed to taking appropriate and necessary steps to help make its Loss Control Management Program a success and expects all municipal employees to assist in this effort by contributing expertise and by following all established rules and procedures.

Section 1.09 Use of Cellular Devices While Operating Vehicles

Using cellular devices (including texting devices) while operating a vehicle can be distracting and in many cases will rise to the level of a violation of the law. Therefore, such activities are strictly prohibited at all times while driving a vehicle for Village related purposes.

Additionally, employees who are authorized to operate any vehicle for a work related reason are reminded that they should refrain from using their cellular telephone while driving except when a hands free device is properly utilized. Those individuals are also reminded to comply with all traffic laws and ordinances regarding cellular or other similar devices while operating a vehicle. Special care should be taken in situations

where there is traffic or inclement weather. An employee who is ticketed for failing to comply with a traffic requirement is responsible for the costs of the violation. Violations of this policy will result in disciplinary action including potential loss of driving privileges if deemed appropriate by the Department Head.

Section 1.10 E-Mail, Internet & Other Electronic Communications

OBJECTIVE

This statement sets forth the Village Policy with regard to access to, review of, and disclosure of messages sent or received by employees or other properly authorized users of municipal e-mail, voice mail, facsimile, or other electronic communications systems. It also sets forth some guidelines on the proper use of these systems. The Village reserves the right to amend this Policy at any time. New system users shall read this Policy and commit to complying with this Policy as a condition of logging into their electronic mail, or before accessing the Internet.

SCOPE

This Policy covers all employees and all Village electronic communications systems at all locations and in any form (including iPads, etc.).

1.10.1 Definitions (intended as summary only)

Electronic Mail (E-Mail): Electronic correspondence composed and/or sent using Village electronic mail applications to recipients internal to the Village, or to outside recipients using Village gateways for delivery via the Internet. For purposes of this Policy, "transmitting" an e-mail message includes sending, replying to, or forwarding any portion of an e-mail message created or received to another party via the Village e-mail system.

Internet: A collection of computer networks that spans the globe, connecting government, military, educational and commercial institutions, as well as private citizens to a wide range of computer services, resources, and information. A set of network conventions and common tools are employed to give the appearance of a single large network, even though the computers that are linked together use many different hardware and software platforms.

Intranet: A contained collection of computers and networks within the Village connecting the members and/or employees of the Village to a range of computer services, resources, and information.

Extranet: An Extranet is a collaborative network that uses Internet technology to link businesses, or other entities, with their suppliers, customers, or other businesses or entities that share common goals. An Extranet can be viewed as part of an Intranet that is made accessible to other entities or that is part of a collaborative effort with other entities. The shared information may be accessible only to the collaborating parties or, in some cases, may be public.

Flash Drive: The Village reserves the right to inspect any flash drive or other item that is used with or accessed on the Village's equipment (regardless of the reason). Any external hard drive connected to a Village-owned computer.

SMS/MMS: Simple Message Service (also known as texting) and Multi-part Message Service. Both are available on most cellular phones and smartphones.

E-Mail Systems

Use

The e-mail system is provided at the expense of the Village to assist in carrying out the proper business of the Village. The e-mail system permits authorized users to communicate with each other internally and with selected outside individuals, business, and other service providers that the Village, at its sole discretion, decides should be connected to the system and for the intended purposes involved.

The Village considers the e-mail system to be for business use only. While it is possible that employees may decide to send personal messages, the Village assumes no responsibility for their content or for maintaining their privacy. Employees should have no expectation that such privacy will be maintained. In order to ensure that the system functions properly and that the Village and/or its employees are not liable for improper use of Internet and other connections, the Village considers all messages sent, received or stored as business messages, and thus, solely the property of the Village of Bensenville. This means that we reserve the right to access and inspect such messages at any time. Conducting business unrelated to the Village, other than incidental personal traffic (during authorized time when not expected to be working), is strictly prohibited and may result in disciplinary action against the offending employee.

The Village reserves the right to access, review, copy, or delete all e-mail messages for any purpose and to disclose them to any party (inside or outside of the Village) as it deems appropriate. We can and will periodically inspect such systems and messages to ensure compliance with this Policy and therefore no employee should expect privacy with respect to such communications.

This includes the right to install software that monitors e-mail and Internet usage. The Village, however, bears no responsibility for the content of messages sent or received by its employees. The Village does not and will not preview, edit or approve material on a routine basis in the email system. All messages sent on the e-mail system are attributable solely to the individual users of the e-mail system, and not the Village. The Village shall not be liable for, assume any legal responsibility for, or bear any costs arising out of e-mail communications flowing in or out of the Village computer system.

Should employees make incidental use of the e-mail system (including Internet e-mail) for the purpose of transmitting or receiving personal messages, such messages will be treated no differently than other messages (i.e., the Village reserves the right to access, review, copy, delete, or disclose them for any purpose). Accordingly, authorized users

should not use the e-mail system to send, receive, or store any messages that they wish to keep private. (Incidental use of the e-mail system is limited to occasional, casual, minor, or insignificant use that does not impact upon an employee's duties or impede business-use operations and which occurs when the employee is properly not performing his/her normal duties.) Please note that there is nothing in this paragraph which limits the Village's right to inspect or search such systems to ensure compliance with this policy and/or for other business purposes.

No e-mail messages or information should be created, sent, or forwarded which may reasonably be deemed to be intimidating, hostile or offensive in nature, or which refer to or relate to race, color, religion, sex, national origin, sexual orientation, disability, or any other basis that is unlawful under applicable state and/or federal law. Nor should any obscene, profane, abusive, or offensive language be transmitted. Any violation of this Policy (which will be construed in accordance with our anti-discrimination and anti-harassment policies) is grounds for disciplinary action up to and including immediate discharge.

No e-mail or other electronic communication may be sent which hides, alters or misrepresents the identity of the sender or represents the sender as someone else. All messages communicated on the Village e-mail system should contain or reference the sending employee's name (with few exceptions in the event an anonymous communication is an appropriate exercise of an employee's free speech rights). The Village bears no responsibility for any consequences resulting from any employee who uses the e-mail system for any fraudulent, or other illicit purpose, or contrary to the provisions of this Policy. This Policy will be construed in accordance with the applicable laws including revisions thereto that are announced by the Illinois Labor Relations Board or other authorized administrative agency or court that governs employee communications.

Any employees who become aware of misuse of the Village e-mail system is urged to contact the Human Resources Director immediately (within 2 hours of knowledge of the communication in most cases). Be assured that no retaliation will be taken against the person based on his/her report of a potential violation under this Policy.

Privileged Communications

Some of the messages sent, received, or stored in the e-mail or the Village computer system may be privileged communications between the Village and its attorneys, or other entities. Upon receipt of any such message, do not forward it or its contents to others inside the Village without the authorization of all authorized parties. Never forward such messages or contents to any outsiders. To the extent practicable, all efforts should be made to send such privileged communications in an encrypted form. Moreover, as the Village has not established an encryption standard for use, all encryption software, and prior to sending any message, should be approved by the Human Resources Director (or authorized designee).

Viewing and Protecting E-Mail Messages

In order to guard further against dissemination and disclosure of confidential or Proprietary Information, employees should exercise caution when accessing their messages in the presence of others. E-mail windows should not be left open on the screen when the computer is unattended. Users shall not allow any other person to use their name and password to gain access to an email system. Passwords are required and should be changed regularly. If you believe someone has obtained access to your password, it is your obligation to immediately notify the Human Resources Director so that your password can be changed. The Village reserves the right to impose guidelines requiring mandatory password changes and encryption measures to provide additional measures of security to help protect its equipment and confidential information.

Storing and Deleting E-Mail Messages

The Village strongly discourages the storage of large numbers of e-mail messages. Retention of messages consumes space on the network server and/or individual hard disks and can reduce their performance. Accordingly, employees should promptly delete any e-mail messages they send or receive that no longer require action or are not necessary to an ongoing project. Employees should audit stored e-mail messages regularly and should delete any messages that are no longer needed by yourself or others. The Village reserves the right to establish database management guidelines on memory storage size limits for users and to establish guidelines which provide for the automatic purge of previously "read" messages.

Copyrighted Information

Use of the e-mail system to copy and/or transmit any documents, software or other information protected by the copyright laws, without proper authorization by the copyright owner, is prohibited. Copyright protection applies to any document, photo, software, or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be considered copyright protected. The Village assumes no responsibility for reviewing, ascertaining or policing copyrighted material that may be transmitted to or from the e-mail system by employees.

E-Mail Etiquette

Please bear in mind that your e-mail messages likely will be read by someone other than the addressee, and may even have to be disclosed to outside authorized parties including courts in connection with litigation. For example, in accordance with the Illinois Freedom of Information Act, and its amendments, e-mail and Internet information (i.e. sites visited) are liable for disclosure with a Freedom of Information request. Accordingly, all e-mail messages must be courteous, professional, businesslike, and tasteful. Additionally, as noted, these systems are subject to inspection by the Village to ensure compliance with these use policies.

Cellular Phone/Smartphones

SMS/MMS

SMS/MMS is provided at the expense of the Village to assist in carrying out the proper business of the Village.

The Village considers Village-provided phones/smartphones to be for business use only. While it is possible that employees may decide to send personal SMS/MMS messages, the Village assumes no responsibility for their content or for maintaining their privacy. Employees should have no expectation that such privacy will be maintained. In order to ensure that the system functions properly and that the Village and/or its employees are not liable for improper use of Internet and other connections, the Village considers all messages sent, received or stored as business messages, and thus, solely the property of the Village of Bensenville. This means that we reserve the right to access and inspect such messages at any time. Conducting business unrelated to the Village, other than incidental personal traffic (during authorized time when not expected to be working), is strictly prohibited and may result in disciplinary action against the offending employee.

The Village reserves the right to access, review, copy, or delete all messages for any purpose and to disclose them to any party (inside or outside of the Village) as it deems appropriate. We can and will periodically inspect such systems and messages to ensure compliance with this Policy and therefore no employee should expect privacy with respect to such communications.

This includes the right to install software that monitors SMS/MMS. The Village, however, bears no responsibility for the content of messages sent or received by its employees. The Village does not and will not preview, edit or approve material on a routine basis on Village-owned phones. All messages sent via text on a Village-owned phone are attributable solely to the individual users of the phone, and not the Village. The Village shall not be liable for, assume any legal responsibility for, or bear any costs arising out of communications sent via Village-owned phones.

Should employees make incidental use of SMS/MMS for the purpose of transmitting or receiving personal messages, such messages will be treated no differently than other messages (i.e., the Village reserves the right to access, review, copy, delete, or disclose them for any purpose). Accordingly, authorized users should not use texting to send, receive, or store any messages that they wish to keep private. (Incidental use of SMS/MMS is limited to occasional, casual, minor, or insignificant use that does not impact upon an employee's duties or impede business-use operations and which occurs when the employee is properly not performing his/her normal duties.) Please note that there is nothing in this paragraph which limits the Village's right to inspect or search such systems to ensure compliance with this policy and/or for other business purposes.

No messages or information should be created, sent, or forwarded which may reasonably be deemed to be intimidating, hostile or offensive in nature, or which refer to

or relate to race, color, religion, sex, national origin, sexual orientation, disability, or any other basis that is unlawful under applicable state and/or federal law. Nor should any obscene, profane, abusive, or offensive language be transmitted. Any violation of this Policy (which will be construed in accordance with our anti-discrimination and anti-harassment policies) is grounds for disciplinary action up to and including immediate discharge.

No message may be sent which hides, alters or misrepresents the identity of the sender or represents the sender as someone else. All messages communicated via a Village-owned phone should contain or reference the sending employee's name (with few exceptions in the event an anonymous communication is an appropriate exercise of an employee's free speech rights). The Village bears no responsibility for any consequences resulting from any employee who uses a phone for any fraudulent, or other illicit purpose, or contrary to the provisions of this Policy. This Policy will be construed in accordance with the applicable laws including revisions thereto that are announced by the Illinois Labor Relations Board or other authorized administrative agency or court that governs employee communications.

Any employee who becomes aware of misuse of SMS/MMS is urged to contact his/her Department Head immediately (within 2 hours of knowledge of the communication in most cases). Be assured that no retaliation will be taken against the person based on his/her report of a potential violation under this Policy.

Privileged Communications

SMS/MMS should not be used for any type of Privileged Communication.

Viewing and Protecting SMS/MMS Messages

In order to guard further against dissemination and disclosure of confidential or Proprietary Information, employees should exercise caution when accessing their messages in the presence of others. Texts should not be left open on the screen when the computer is unattended. Users shall not allow any other person to use their name and password to gain access to an email system. Passwords are required and should be changed regularly. If you believe someone has obtained access to your password, it is your obligation to immediately notify your Department Head and/or the Human Resources Director so that your password can be changed. The Village reserves the right to impose guidelines requiring mandatory password changes to provide additional measures of security to help protect its equipment and confidential information.

Copyrighted Information

Use of MMS to copy and/or transmit any documents, software or other information protected by the copyright laws, without proper authorization by the copyright owner, is prohibited. Copyright protection applies to any document, photo, software, or information unless it is specifically marked as public, not copyrighted, or freeware. In the absence of any specific copyright markings, material or information should be

considered copyright protected. The Village assumes no responsibility for reviewing, ascertaining or policing copyrighted material that may be transmitted via MMS by employees.

SMS/MMS Etiquette

Please bear in mind that your SMS/MMS messages likely will be read by someone other than the addressee, and may even have to be disclosed to outside authorized parties including courts in connection with litigation. For example, in accordance with the Illinois Freedom of Information Act, and its amendments, e-mail and Internet information (i.e. sites visited) are liable for disclosure with an appropriate request. Accordingly, all e-mail messages must be courteous, professional, businesslike, and tasteful. Additionally, as noted, these systems are subject to inspection by the Village to ensure compliance with these use policies.

Voice Mail, Facsimile, & EDI Systems

To the extent appropriate and applicable, all provisions of this Policy provisions related to e-mail systems shall also apply to any voice mail, facsimile, or EDI (Electronic Data Interchange) system, owned by the Village or used by an employee for Village-related activities. Restrictions on access of these systems by others will only apply where password controlled access is established (i.e.; it is permissible for someone to leave a message in your voice mailbox, but other persons should not be given password access to your voice mailbox). EDI is defined to include (without limitation) all electronic exchanges of data, including modem-to-modem transfers.

Village Internet, Intranet and Extranet Guidelines

As with e-mail, the Village provides Internet access solely to facilitate the conduct of Village business as a public service provider. Access to the Internet may be limited at the sole discretion of the Village where necessary to protect Village property or information or as otherwise necessary for our business needs. This includes the use of filtering software to bar access to certain Internet addresses. Employees are expected to use the Internet, Intranet, and Extranet at all times in the manner that benefits the Village. The downloading and installation of software programs onto a Village computer or onto a Village network server without prior approval from the Human Resources Director is prohibited. The Village accordingly will not allow its employees to (1) support the recreational use of the Internet, Intranet and/or Extranet, (2) provide access to news groups or other Internet sources that are not clearly work-related, or (3) provide assistance to users attempting to do (1) and (2) on their own. An automated database will keep a log of sites accessed by all employees on the Internet. In addition, setting up Internet services such as World Wide Web (WWW), Home Pages, File Transfer Protocol (FTP), GOPHER, SMTP gateways, etc. on any computer connected to a Village network requires prior approval from the Human Resources Director.

The following activities on the internet, Intranet and/or Extranet are specifically prohibited and may result in disciplinary action up to and including discharge (list is not all-inclusive):

- Using the Internet, Intranet, or Extranet for personal gain or for commercial activity unrelated to the Village.
- Sending, using or otherwise misappropriating Privileged Information, confidential information and/or Village Restricted Information.
- Sending, using or otherwise misappropriating material that is threatening, intimidating, hostile, offensive, or discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, disability, or any other basis prohibited by applicable law. In addition, the receipt of such material and/or showing such materials to co-workers is strictly prohibited.
- Copying or otherwise converting protected electronic information.
- Violating (actual or threatened) copyright or trademark laws.
- Making any unauthorized attempt to break into another person or organization's computer system.
- Using the Internet, Intranet or Extranet for any activities not specified here that are in violation of federal, state, or local laws and/or contrary to the best interests of the Village.

Other Data Services

The Village may establish accounts with dial-up data services and will make these services available to individual employees as necessary for legitimate business reasons and use. Such services may only be used by employees who have been granted authorized access so that the security and administrative aspects of the account can be managed by the Village. Use of data services is limited to business use only; personal or entertainment use is strictly prohibited and could lead to disciplinary action or withdrawal of access and other privileges.

Equipment

Any equipment provided to an employee by the Village shall be the employee's responsibility for care of that equipment. The employee shall make all reasonable efforts to ensure the safety of the equipment while assigned to them. Should the employee, through negligence or intent, damage the equipment, the employee shall be responsible for the cost of repair or replacement of that equipment.

System/Application Security

For any application program with a password entry, no employee should ever utilize the application under another employee's login. If the employee needs access to an application, the request should be made to their manager and IT. All application program users must be distinct and related to only one employee – no generic logins will be allowed. The preceding also applies to system logins and access to shared folders on the network.

Installing or loading software

Software downloaded from the Internet can contain malware, spyware and/or viruses and can damage not only the computer it is installed on, but the network as a whole. Employees will refrain from loading or installing software on their Village-owned equipment without obtaining approval from their manager and IT. Should non-approved software be loaded onto a Village-owned system, the Village takes no responsibility for maintaining that software and will remove the software when made aware of its existence.

1.10.2 Responsibility

The Human Resources Director has authority to make decisions relative to the maintenance, approval, and dissemination of this Policy and approving all requests submitted as required by this Policy. The Human Resources Director also has authority for reviewing and approving all requests submitted as required by this Policy.

Article 2. Personnel

Section 2.01 Personnel Files

The privacy of current and past employees will be assured by the Village and its representatives to the maximum extent required by law. The Village Manager (or designee) shall be responsible for the maintenance and administration of the official personnel files for all employees consistent with applicable law. Any medical information regarding an employee shall remain in a separate confidential file with limited access to others.

The privacy and access to an employee's personnel files will be governed in accordance with the Illinois Personnel Record Review Act. If you have questions about your rights and obligations under this law, you are encouraged to speak to the Village Manager.

Section 2.02 Employee Identification Cards

All employees are issued an identification card with photograph shortly after hire. Employees are required to carry the card on their person at all times and to produce it upon demand as proof of employment with the Village of Bensenville.

Department Heads shall be responsible for the immediate collecting and destroying identification cards of employees upon an employee's separation from service (regardless of the reason).

Section 2.03 Mileage Allowance

When Village business requires a Village employee to use his or her personal automobile, the employee shall be reimbursed at the applicable I.R.S. rate for all authorized miles. If you have a question about the current rate, please contact the Director of Human Resources.

Section 2.04 Probationary Period - New Employees

All new employees, and those hired after loss of seniority, shall be considered probationary employees until they complete a probationary period of at least one (1) full year. A probationary employee may be laid-off or terminated without cause during such probationary period or thereafter. The period may be extended at the sole discretion of the Village where deemed necessary by management.

There shall be no seniority or benefits accrued by probationary employees (exception only as required by law or an applicable union contract). Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the Village in a position covered by the Village Personnel Rules.

Section 2.05 Job Openings

Any Employee who wants to apply to be considered to fill a vacancy in a job for which the Employee is qualified shall submit an application in writing to their immediate supervisor for consideration if appropriate. The application shall state the reason for the requested change of position and any other relevant information requested.

Section 2.06 Part - Time Employees

Unless otherwise provided in a collective bargaining agreement, regular part-time employees in designated positions will acquire and accumulate seniority on a pro rata basis, but they shall not be eligible for any fringe benefits under the Village Personnel Rules except vacation and sick leave. Employees who are not regularly scheduled to work at least 35 hours each week on a consistent basis are considered "part time employees". Consult the Human Resources Director or plan documents for specific details and eligibility requirements.

Of course, regardless of part time or seasonal status, all employees are protected under the Village's anti-discrimination, safety and anti-harassment policies summarized throughout this Handbook.

Section 2.07 Light Duty

Employees who are unable to perform their normal essential job duties, due to a job related or non-job related injury/illness which rises to the level of a disability, may return in a light duty capacity when appropriate and provided it does not present an undue hardship to the Village.. It is understood that this section in no way obligates or requires the Village to allocate a light-duty assignment where one is neither available nor needed or when such work would not be immediately beneficial to the Village. Additionally, an eligible employee may be entitled to time off for this purpose under the FMLA or other Village leave policies. These issues will be addressed on a case-by-case basis with consideration of all facts involved. Employees are encouraged to participate in an interactive discussion to determine the appropriate form of a reasonable accommodation if medically necessary.

Finally, in accordance with state law, when requested, the Village will provide alternate work assignments that better accommodates a pregnant police officer provided there is no undue hardship caused by the alternate work assignment. Please speak to the Director of Human Resources if you want a request of this sort to be considered.

Section 2.08 Disciplinary Action

Except for employees under the jurisdiction of the Board of Fire and Police Commission, employees of the Village are "**at will employees**" and may be removed at any time, with or without cause. Adverse actions taken regarding an employee can generally be classified as either disciplinary or non-disciplinary in nature.

Employees are expected to maintain reasonable standards of conduct and performance, and display a proper regard for the welfare and rights of other employees and the citizens of Bensenville. Provided, nothing herein is intended, nor should it be interpreted as, requiring cause to discharge an employee. This list is not all-inclusive.

Although an employee may be discharged for the good of the service, with or without cause or notice, in general, where a disciplinary action is considered, in determining the degree or type of discipline applicable to an offense, the decision maker may (but is not required to do so in all cases) take into account relevant business factors such as the seriousness of the offense, the employee's previous work record, and other such information related to the offense or consequences of the offense. It is the general Policy of the Village to apply progressive discipline where possible and appropriate. However, in some situations, including those where a person has committed a serious first (or earlier) offense will receive more severe disciplinary action without progressive discipline, up to and including immediate discharge in the discretion of management.

IMPORTANT NOTE: Nothing herein shall apply to reductions in force or job reassignments due to reorganization or economic decision of the Village. The Village reserves the sole right to determine manpower and staffing levels, as well as organizational structure. Any demotion, reassignment, or discharge arising out of such reorganization or economic decision shall not be considered discipline.

Section 2.09 Separation Provisions

2.09.1 Procedure

Supervisory and/or managerial staff is authorized to take all appropriate steps to ensure the collection of all Village owned uniforms, equipment, keys, etc. from employees terminated for any reason; and to see that the employee is properly checked out through the Human Resources Department before receiving their final payroll check from the Village. Employees are reminded to promptly return such property to the Department Head before leaving the premises on the final day of employment. Failure to do so may cause an employee to be required to reimburse the Village for the cost involved.

2.09.2 Exit Interviews

Before an employee is checked out for final processing and pay, an exit interview may be conducted, by the Director of Human Resources, where applicable and necessary.

In appropriate cases, an exit interview normally will be conducted in an informal setting, the purpose of seeking information to improve the operation of the Village, etc.

Section 2.10 Biometric Information Security Policy

Formatted: Heading 2

1. Purpose:

1.1. This Biometric Information Security Policy (“Policy”) defines the Village of Bensenville’s policy and procedures for collection, use, safeguarding, storage, retention, and destruction of biometric data collected by the Village of Bensenville for employee timekeeping with regard to payroll. The Village of Bensenville collects, stores, and uses employee biometric data on its timeclock device and on the server on which it is running the corresponding program (collectively, the “HandPunch Clock Devices”) for the purpose of documenting employees’ clock in/out times.

2. Policy Statement:

2.1. This Policy replaces and supersedes all previous policies related to biometric information collected, stored, and used on the Hand-Punch Clock Devices. The Village of Bensenville reserves the right to amend this Policy at any time, without notice. The Village of Bensenville may expand its use of biometric data in the future. In the event that the Village of Bensenville begins collecting biometric data for any additional purpose, it will update this Policy.

2.2. A copy of this document can be found at the Human Resources Department and will be made available “upon request”.

3. Definition of Biometric Data:

3.1. Biometric data means the scan of an individual’s hand and the 9-byte numerical template that the HandPunch Clock Devices created from the scan of the hand.

3.2. The HandPunch Clock Devices do not store images of the individual’s hand itself, but instead stores a 9-byte template, which is a mathematical representation of the size and shape of the hand.

4. Policy:

- 4.1. The Village of Bensenville's policy is to protect and store biometric data in accordance with applicable standards and laws including, but not limited to, the Illinois Biometric Information Privacy Act, as applicable.
- 4.2. An individual's biometric data will not be collected or otherwise obtained by the Village of Bensenville without prior written consent of the individual, but executing a written consent is a condition of employment. The Village of Bensenville will inform the employee of the reason his or her biometric information is being collected and the length of time that the Village will store and use the data.
- 4.3. The Village of Bensenville will not sell, lease, trade, or otherwise profit from an individual's biometric data. The Village of Bensenville will not disclose, redisclose, or otherwise disseminate an individual's biometric data unless (i) the individual, or his or her legally authorized representative, consents to the disclosure or redisclosure; (ii) the disclosure or redisclosure is required by State law, federal law, or municipal ordinance; or (iii) the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.
- 4.4. The Village of Bensenville will store, transmit, and protect from disclosure all biometric data using the reasonable standard of care within the Village of Bensenville's industry and in a manner that is the same as or more protective than the manner in which it stores, transmits, and protects other confidential and sensitive information, such as an account number, a PIN number, a pass code, a driver's license number, or a social security number.
- 4.5. The Village of Bensenville will permanently destroy an individual's biometric data and the individual's corresponding ID number in the HandPunch Clock Devices within one (1) week of an individual's termination of employment with the Village of Bensenville.

5. Procedure:

5.1. Prior to collecting an employee's biometric data, the Village of Bensenville will obtain the written consent of the employee.

5.2. The HandPunch Clock's HandReader will shine a light on the individual's hand, take a picture, and look at the hand silhouette. Geometric measurements of the hand are then calculated from the silhouette and converted into a 9-byte numerical template. The numerical template is then stored in a memory location which is defined by the individual's ID number.

5.3. The 9-byte numerical template cannot be regenerated into the individual's hand image or the individual's raw geometric measurements.

5.4. The Village of Bensenville will permanently delete the biometric data and corresponding ID number of former employees from the HandPunch Clock Devices within one (1) week of the former employee's termination of employment.

6. Consent to Collection of Biometric Data:

The Village of Bensenville will collect an image of your hand and will store a 9-byte numerical template created by the image in its HandPunch Clock Devices for the purpose of verifying your identity when you clock in and out of the Village's timekeeping system. The Village of Bensenville will not disclose the 9-byte numerical template without your consent unless the disclosure is required by law, by a valid court-issued warrant, or by a valid court-issued subpoena. The Village will permanently delete the 9-byte numerical template and your corresponding ID number from its HandPunch Clock Devices within one (1) week of your termination of employment with the Village of Bensenville. A copy of the Village of Bensenville's Biometric Information Security Policy is attached to this consent, and available upon request from the Human Resources Department.

Article 3. Conditions of Employment (not all inclusive)

Section 3.01 Residency Restrictions

As a condition of employment, every new employee, after the effective date of this section, shall reside within the state of Illinois. This requirement applies to all new employees of the Village. (Ord. 37-2009, 7-9-2009)

Section 3.02 Outside Employment

Outside employment by any Village employee should be kept to a minimum as your work for this Village must be your priority. As a rule, time off, vacation, and holidays are granted for the benefit of the employee and are not to be utilized for outside employment. It is to be understood that an employee's employment with the Village (even if part time or seasonal) is to be their primary employment. No outside employment shall be permitted if:

1. It could or does physically or mentally hamper or interfere with the employee in his/her ability to do the essential job functions required of the employee by the Village.
2. It would or could reflect adversely upon the employee or the Village.
3. It is in conflict with (or appears to be in conflict with) the employee's position as a Village employee.

Each employee, prior to engaging in outside employment, shall notify the Department Head as to:

1. The name of the outside employer;
2. The nature of the outside work; and
3. The standard work schedule of the outside work.

The Human Resources Director or Village Manager shall reserve the right to prohibit and/or restrict any outside employment on the part of any Village employee which employment, in their judgment, might be detrimental to the best interest of the Village or the employee's performance of services on behalf of the Village. In such cases, the employee will be given an appropriate warning and then must decide if he wants to continue his service with the Village or with the outside employer. Employees of the Village may not engage in outside business activities while on normal duty nor may Village property be used for anything but Village functions.

If an employee suffers any injury or illness during or resulting from an outside employment activity, the Village will not be responsible for any workers' compensation benefits, except as otherwise required by law.

IMPORTANT NOTE: Employees are required to seek approval for outside employment in writing on an annual basis.

Section 3.03 Conflict of Interest

No employee of the Village shall have a financial interest, direct or indirect, in any contract with the Village, or be financially interested directly or indirectly in the sale to or by the Village, of land, materials, supplies, or services, except on behalf of the Village as an employee. This provision may be waived by the President and Board of Trustees upon full disclosure of all pertinent facts when in the Village's interest only if allowed by law. It also shall be the responsibility of any employee to fully comply with all applicable federal, state and local laws relating to conflicts of interest, financial disclosure, and ethics, including all revisions thereto.

Section 3.04 General Village Code Of Ethics:

- A. Employees, as public employees, are deemed to acknowledge and understand the following (not exhaustive list):
1. The public judges its government by the way public employees conduct themselves in their employment.
 2. The public has a right to expect that every public employee will conduct themselves in a manner that will tend to preserve public confidence in and respect for the government represented.
 3. Such confidence and respect can best be promoted if every public employee will uniformly: (i) treat all citizens with courtesy, impartiality, fairness and equality under the law; and (ii) avoid both actual and potential conflicts between their private self-interest and the public interest.
 4. The avoidance of such actual and potential conflicts between private self-interest and the public interest can best be promoted if every public employee will uniformly: (i) avoid the expenditure of public funds for nonpublic purposes; that is, the expenditure of public funds by any and all public employees shall be for and in furtherance of only recognized public purposes; and (ii) avoid the expenditure of public funds without supporting receipts therefor; that is, there shall be no expenditures of public funds by any public employee without receipts accounting for one hundred percent (100%) of such expenditures. Such obligations of honest and truthful conduct and fair dealing are minimum requirements with which all public employees shall comply, and are in addition to any other obligations required or imposed by law.
 5. The best interests of the public require that all public employees be obligated to report for investigation all alleged violations of this ethics code discovered in good faith.

B. For purposes of this ethics code, the following definitions shall apply:

1. Financial Interest: any interest which shall yield, directly or indirectly, a monetary or other material benefit (other than the duly authorized salary or compensation for his or her services to the Village) to the Employee or to any person employing or retaining the services of the Employee.
2. Immediate Family: a person who is related to an Employee as spouse or as any of the following, whether by marriage or a civil union partnership, blood or adoption: parent, child, brother, sister, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law or sister-in-law.
3. Official Action: any act, action, approval, decision, denial, directive, disapproval, inaction, order, performance, nonperformance, recommendation, vote or other direct result of an Employee's exercise of discretionary authority in connection with the Employee's public position.
4. Partner in Interest: (i) a member of the Employee's immediate family; or (ii) a business with which the Employee or a member of the Employee's immediate family is associated; or (iii) any other person with whom the Employee or a member of the Employee's immediate family is in business, or is negotiating or has an agreement concerning future employment or the future conferring of any personal benefit, whether in the Employee's own name or the name of any business or person from whom the Employee is entitled or expects to become entitled to receive any personal benefit, as a result of a contract or transaction which is, or which is expected to become, the subject of an official action by or with the Village.
5. Personal Benefit: any benefit which is offered or received, or perceived to be offered or received, primarily for the purpose of influencing the manner in which an Employee performs or refrains from performing an official action, so that an attempt is made to induce the Employee, or the Employee is induced, to act in favor of some interest other than the public interest on the basis of an expectation or hope that the Employee or a partner in interest of said Employee will obtain some private gain by acting against the public interest; provided, however, that the term "personal benefit" does not include payment by the Village of salaries, compensation or employee benefits or payment by an employer or business other than the Village of salaries, compensation, employee benefits or pursuant to a contract, when the payment is unrelated to an Employee's status as such and is not made for the purpose of influencing, directly or indirectly, an official action of an Employee.

6. Personal Interest: any direct or indirect interest, whether the value is financial or nonfinancial, which value may accrue to a person or result in such person deriving or potentially deriving a personal benefit as a result of the approval or denial of any ordinance, resolution, order or other official action, or the performance or nonperformance thereof, by an Employee, and which interest is not shared by the general public.

C. Fair And Equal Treatment: No Employee shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large. No Employee shall request, use or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor or service for the personal convenience or the private advantage of the Employee or any other person. This rule shall not be deemed to prohibit an Employee from requesting, using or permitting the use of such publicly owned or publicly supported property, vehicle, labor or service which it is the general practice to make available to the public at large.

D. Prohibited Acts:

1. No Employee or partner in interest of such Employee shall have any financial interest or personal interest, directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in any contract, business or official action of the Village or any board, body, committee or department thereof, except as may be specifically permitted under the Illinois Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 et seq., as amended, or under any other applicable law.
2. No Employee or partner in interest of such Employee shall solicit or accept from any person, directly or indirectly, any personal benefit, regardless of value, or the promise of receiving a personal benefit in the future, for the Employee or partner in interest of such Employee.
3. No Employee shall expend public funds for nonpublic purposes. That is, the expenditure of public funds by any Employee shall be made only upon the authorization of the Corporate Authorities of the Village and only for and in furtherance of properly identified public purposes.
4. No Employee shall expend public funds without supporting receipts therefor. That is, there shall be no expenditures of public funds by any Employee unless such expenditures have been previously authorized by the Corporate Authorities of the Village and all such expenditures must be evidenced by receipts accounting for one hundred percent (100%) of such expenditures.

- E. All Employees shall be and are hereby obligated to report to the Village Manager or any member of the Village Board for investigation all alleged violations of this ethics code discovered by such Employee in good faith.

Section 3.05 Hiring Constraints

3.05.1 Minimum Standards

All applicants must be at least 16 years of age. Full-time applicants should either have a high school or high school equivalency diploma within one year of employment. An employee of 15 years of age may be hired subject to work permit/employment authorization from the school.

3.05.2 Hiring Of Relatives

The Village shall not hire relatives of an elected official or the Manager unless: (a) the nature of the position requires a specific educational or professional certification and the relative is so qualified; or (b) the position is part-time or seasonal and compensation is fixed at or near the federal minimum wage. Relatives of Department Heads and Supervisors, otherwise qualified, may be employed by the Village in other Departments provided there is no actual or perceived conflict of interest involved. Under this policy, 'relative' means spouse, mother, father, mother-in-law, father-in-law, sons and daughters, brothers and sisters, and their spouses, sons-in-law, daughters-in-law, aunts and uncles, nieces and nephews, and first cousins. As a matter of administrative rule, the Village Manager shall be informed of such relationship in writing before such employment takes place to help minimize any conflict of interest. These issues will be addressed on a case-by-case basis.

Section 3.06 Recruitment Policy

For positions, other than sworn police personnel, recruitment generally will originate from the department and be processed through the Office of the Human Resources Director.

Section 3.07 Code of Conduct and Whistleblower Protection Policy

The Village of Bensenville is strongly committed to conducting its business lawfully and in accordance with the highest ethical standards. We are proud of our values, and hold ourselves out to our community as a model for others to follow. To this end, this Code of Conduct and Whistleblower Protection Policy serve to: (1) emphasize the Village of Bensenville's commitment to ethics and compliance with the law; (2) set forth some (but not all) general standards of ethical and legal behavior; (3) provide a reporting mechanism for known or suspected ethical or legal violations; and (4) help prevent and detect wrongdoing.

3.07.1 Scope

This policy applies to all of the Village of Bensenville's employees.

3.07.2 Ethical Standards

A. Conflict of Interest

A conflict of interest exists when a person's private interests interferes in any way with the interests of the Village of Bensenville. A conflict can arise when an employee takes actions or has interests that may make it difficult to perform his or her work for the Village of Bensenville objectively and effectively. Conflicts of interest may also arise when an employee receives improper personal benefits as a result of his or her position at the Village of Bensenville.

Conflicts of interest may not always be clear cut, so if you have a question, you should consult with your immediate supervisor, the Village of Bensenville's Human Resources Director or, if circumstances warrant, the CAO. Any employee who becomes aware of a conflict or potential conflict should immediately bring it to the attention of the appropriate person in the chain of command.

B. Compliance with Laws, Rules and Regulations

Obedying the law, both in letter and in spirit, is the foundation on which the Village of Bensenville's ethical standards are built. In conducting the business of the Village of Bensenville, employees shall be expected to understand and comply with all applicable governmental laws, rules and regulations. That said, we do not expect Village of Bensenville employees to be lawyers. If an employee does not feel that he or she has a good grasp of the applicable laws and regulations, then the employee should seek the assistance at the most appropriate level of the chain of command.

C. Fraud and/or Significant Accounting Deficiencies

Any Village of Bensenville employee, officer or director shall promptly bring to the attention of the CAO any information he or she may have concerning: (a) significant deficiencies in internal controls over financial reporting which could adversely affect the Village of Bensenville's ability to legitimately and accurately record, process, summarize and report financial data or (b) any fraud involving any financial or operational matter anywhere within the Village of Bensenville.

D. Reporting Known or Suspected Violations

The Village of Bensenville's employees are required to report all known or suspected violations of this Code of Conduct. Specifically, employees should talk to the appropriate person in the organization about any known or suspected illegal or unethical behavior. If the employee is uncomfortable speaking with this person, then the employee can follow the chain of command to seek resolution all the way to the Board Chair. *No retaliatory action of any kind will be permitted or tolerated against anyone making such a report under this Policy or against any person who participates in an investigation under this Policy. The Village of Bensenville will strictly enforce this prohibition, and violators will be subject to disciplinary action up to and including termination if deemed appropriate based on the circumstances involved.*

Note, reporting known or suspected illegal or unethical behavior is not optional. It is required. Similarly, all employees are required to cooperate in internal investigations of misconduct. Any failure to report a violation or to withhold information related to a violation will result in discipline up to and including discharge.

Finally, it goes without saying, that any violation of this Code of Conduct, will result in discipline up to and including discharge. Any violation of this Code that also constitutes a violation of law may result in criminal penalties and civil liabilities for the offending employee.

REMEMBER

1. ALL EMPLOYEES MUST REPORT SUSPECTED ILLEGAL OR UNETHICAL BEHAVIOR Or any other actual or potential violation of this Policy.
2. EMPLOYEES WHO MAKE SUCH A REPORT (OR PARTICIPATE IN AN INVESTIGATION) WILL BE PROTECTED FROM ANY RETALIATION FOR DOING SO.
3. This policy will be reviewed from time to time for possible revision and should be construed in a manner that complies will applicable laws.

Article 4. Work Attendance and Leave

Section 4.01 Hours of Work

The hours of work shall be those necessary for the efficient conduct of the Village's business, as determined or revised from time to time by the Village Manager. Each Department Head shall maintain a schedule of normal working hours for his department. Of course, exceptions to the normal schedule may arise and we appreciate an employee's cooperation if this occurs.

Section 4.02 Political Activities

Employees shall not engage in the following prohibited political activities (not all inclusive) on working time or with the use of Village resources. This Policy shall be construed in accordance with ILCS 430/5-15 and all other applicable laws and regulations:

1. Employees shall not perform any political activity during any compensated time (other than vacation, personal, or compensatory time off). Employees shall not intentionally misappropriate any Village property or resources by engaging in any political activity for the benefit of any campaign for elective office or any political organization;
2. At no time shall any Employee misappropriate the services of any other employee of the Village by requiring that other employee to perform any political activity (i) as part of that other employee's Village duties, (ii) as a condition of Village employment, or (iii) during any time off that is compensated by the Village (such as vacation, personal, or compensatory time off);
3. An Employee shall not be required at any time to participate in any political activity in consideration for that Employee being awarded any additional compensation or other Village benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise; and
4. An Employee shall not be awarded any additional compensation or employee benefit, in the form of a salary adjustment, bonus, compensatory time off, continued employment, or otherwise, in consideration for the Employee's participation in any political activity.

Nothing in this section shall prohibit activities that are otherwise appropriate for an Employee to engage in as a part of his or her official duties or activities that are undertaken by an Employee on a voluntary basis as permitted by law. No Employee in a position that is subject to recognized merit principles of public employment shall be denied or deprived of Village employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

No rule or regulation herein shall in any way be interpreted to inhibit or prohibit any Employee from exercising his or her full political rights to engage in political activities, including the right to petition, make speeches, campaign door to door, and to run for public office, so long as the Employee does not use his or her official position to coerce or influence others and does not engage in these activities while he or she is at work on duty and/or as otherwise prohibited by law.

This policy will be carried out to the fullest extent of the law.

Section 4.03 Holidays

The following are paid holidays for eligible Full Time employees in covered positions (when these days fall on a normally scheduled work day of the employee and provided the day is designated by the Village as a covered holiday by Ordinance):

New Year's Eve Day
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Floating Holidays: During the calendar year, each employee also shall receive two (2) floating days as holidays to be taken at the employee's discretion, provided the work unit would remain sufficiently staffed. Floating holidays must be approved by the Department Head and may be taken for religious holidays that are not observed by the Village. New employees hired after July 1, and before October 1, shall receive one (1) floating holiday in the year of hire. We will post a notice of the Village designated holidays generally at the start of each calendar year as a convenience to our employees. Employees are required to notify the Department Head in advance if there is a need to take a floating holiday for this purpose to help ensure that the time away can be reasonably accommodated.

4.03.1 Holidays On Weekends

Whenever any of the holidays listed above fall on Saturday, the preceding Friday normally will be observed as the holiday. When any of the holidays listed above fall on Sunday, the succeeding Monday normally will be observed as the holiday.

4.03.2 Holiday Pay

For each such Village designated holiday, when not worked, an eligible employee shall receive holiday pay computed at his regular straight-time hourly rate for the number of hours for which he is normally and regularly scheduled to work immediately prior to the holiday. For each such holiday in fact worked, an eligible employee shall receive one

and one-half (1-1/2) times his regular straight-time hourly rate for all hours worked on that holiday in lieu of the paid holiday time off. If the employee and Village mutually agree, compensatory time off may be granted and scheduled in lieu of pay for time worked on a holiday. To be eligible for the holiday pay, employee either has to be present immediately before or after holiday or use the vacation days immediately before and after the holiday pay. Use of sick time or unpaid leaves immediately before and after holiday is considered a disqualification for the specific holiday pay.

4.03.3 Eligibility Requirements

In order to be eligible for holiday pay, the employee must be a full-time employee. The Employee also must have worked the employee's full normally scheduled work day immediately preceding the holiday. No employee will be eligible for holiday pay unless the employee is in a covered position and works the full regularly scheduled workday immediately before or after a designated holiday. The only exception is for an employee on approved FMLA leave for one or both of the days.

4.03.4 Holiday Hours For Overtime Purposes

For the purpose of computing overtime, all holiday hours worked or not worked but paid under this Policy shall be regarded as "hours worked". Employees in certain eligible positions who are required to work on a designated holiday, will be entitled to an alternate day off within the same pay period as determined by your Department Head.

Section 4.04 Vacation

4.04.1 Eligibility and Allowances

Full-time eligible employees in covered positions (other than recreational or seasonal employees) shall be eligible for paid vacation time after the completion of one year of service with the Employer. Vacation allowances shall be based on the following schedule:

4.04.2 Working Days

Length of Continuous Service	Vacation Days per Year (earned on a pro-rata basis based on portion of year worked)
After completion of one (1) year	up to 10 working days
After completion of five (5) years	up to 15 working days
After completion of fifteen (15) years	up to 20 working days
After completion of twenty-five (25) years	up to 25 working days

The term "working days" as used in this vacation schedule shall mean a full-time employee's regular working day, not to exceed eight (8) hours. Ordinarily, vacation time taken during a given anniversary year shall be the vacation allowance earned during the preceding anniversary year.

Full-time employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. Part-time employees in covered positions who are regularly scheduled to work the same hours each week throughout the year may be entitled to one (1) week paid vacation for their regularly assigned workweek hours after completing one (1) year of service with the Village. After completing five (5) years of service with the Village, such part-time employees shall be entitled to two (2) weeks paid vacation for their regularly assigned workweek hours.

4.04.3 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation. Employees who submit a written request to the employee's own supervisor at least fifteen (15) days in advance of the start of their vacation will receive, on the last day of work prior to the start of their vacation, their next regularly scheduled paycheck which would normally be paid on a day falling within their scheduled vacation; this provision shall not apply, however, to vacations of less than five (5) consecutive workdays.

4.04.4 Scheduling, ~~And~~ Accrual and Carryover

Employees shall be awarded vacation time by the Village in accordance with its service needs and the employee's seniority. Unused vacation time shall not accumulate from year to year, except upon written approval of the Village Manager. Vacation leave shall not be granted in units less than one-half (1/2) working day. Vacation accumulation shall be limited to ~~one 5 days only (1) year's earned vacation~~, and all other amounts not taken by the anniversary ~~-year-end~~ will be considered forfeited. Under the special circumstances, at the discretion of the Village Manager, an employee may be allowed to carryover earned vacation time for the amount more than five days. The carry over request will be reviewed by the Village Manager on case-by-case basis and the approval is solely subject to the Village Manager's discretion.

4.04.5 Emergencies

Where a vacation day is needed for emergency reasons, such as unexpected family illness, the employee will notify his/her immediate supervisor as soon as possible of such need. If the Village is able to arrange suitable coverage for the employee's work, the employee will be given the requested day(s) off as a vacation day(s), provided the employee has the requisite number of accrued vacation day(s) available.

4.04.6 Vacation Rights In Case Of Layoff Or Separation

Any employee who is laid off for more than five (5) working days, or who retires, voluntarily quits, or is otherwise terminated (for any reason) prior to taking his/her earned vacation, shall be compensated in cash for the unused vacation he has properly

accumulated but not used at the time of separation. Payment shall be made on the next regular payday following the date of separation.

Section 4.05 Sick Leave

4.05.1 Purpose

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or visiting their doctor. Unfortunately, sick leave abuse sometimes occurs. The Village realizes that sick leave abuse is a very serious offense which may result in discipline (up to and including termination), no matter when discovered.

4.05.2 Allowance

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as provided in this Policy. Sick leave will be granted for purposes of childbearing on the same terms and conditions as any other illness or disability. Where applicable, time off that qualifies for sick pay will run concurrently with otherwise approved unpaid FMLA time off.

4.05.3 Days Earned In Accumulation

Employees shall be allowed one (1) day of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for more than eighty (80) hours of work.

Regular part-time employees shall be allowed up to six (6) days of sick leave, based on their average workday hours, for each calendar year of service. Sick leave cannot be taken before it is actually earned.

4.05.4 Rate Of Payment

Employees shall be paid eight (8) hours at their regular, straight-time hourly rate of pay for each single day of sick leave properly utilized (or the number of hours per day the employee was regularly scheduled to work prior to the sick leave, if other than eight (8) hours).

4.05.5 Notification

Notification of absence due to sickness shall be given as soon as possible on the first day of such absence to the employee's supervisor. Failure to properly report an illness shall be considered as absence without pay and may subject the employee to discipline as well (except if authorized under the FMLA).

4.05.6 Medical Examination

The Village may require a doctor's slip attesting to (a) the employee's medical need to be away, and/or (b) the employee's release to return to work (either with or without a reasonable accommodation where applicable) immediately upon the employee's return from such leave. The Village may, where there is reason to suspect abuse, due to a pattern of absences or extended days off, and/or for an absence of three (3) work days or more, require an employee seeking to utilize sick leave to submit a doctor's certification of the illness and/or to submit at any time during such leave to an examination by a doctor or nurse designated by the Village. Any required examination by a Village designated doctor or nurse of the employee during the period the employee is sick shall, if so requested by the employee, be at the employee's residence if the employee is too sick to travel. Examinations administered by a physician or nurse selected by the Village shall be paid for by the Village. In the case of a sick day used for an ill family member, the Village may require doctor's certification by the physician of the family member as a condition of payment under this Policy. Failure or refusal to provide requested medical information will result in loss of benefits and privileges under this Policy.

4.05.7 Abuse Of Sick Leave

Abuse of sick leave is a serious matter. If proper notification is not given, or abuse is observed, any absence may be charged as leave without pay and/or may constitute cause for discipline up to and including discharge.

4.05.8 Sick Leave Utilization

An employee cannot accumulate more than sixty (60) sick leave days. An employee who has accumulated more than thirty-six (36) sick leave days may be paid, upon written request, for any sick leave days in excess of thirty-six (36), at a rate equal to one-half of the employee's regular daily wage rate at the time the request is made. Requested payment for accumulated sick leave days shall be made in the first pay period in the December following the request.

Upon termination of employment, an employee shall receive full pay for the first thirty-six (36) days of accumulated sick leave, and one-half pay for any additional accumulated sick leave days, up to a maximum of sixty (60) sick leave days. Sick leave payment which is to be made upon termination/retirement shall be held for ~~30-four pay periods days~~ after termination/retirement and will be paid on the fifth pay period after the termination/retirements and such payment will not be eligible for IMRF purposes. Any amounts of accumulated hours of sick leave above 60 are forfeited upon retirement and/or termination.

An employee may be removed from the payroll if the employee's sickness continues beyond thirty (30) consecutive working days after all accumulated sick leave has been exhausted. The Village Manager may allow accrued vacation time to be applied toward

a continuing absence due to serious and prolonged illness, in lieu of removal from the payroll.

The Village Manager or Department Head may approve an employee's absence for personal reasons unrelated to illness as sick leave to be applied against accrued sick leave days, but in no event more than two (2) such days in each calendar year.

Absence from work which is necessary due to illness in an employee's immediate family (defined as spouse, child or parent, provided they are living with the employee) may be applied against accrued sick leave days, but in no event more than ten (10) such work days in a calendar year.

Any unpaid time off that qualifies under this Policy and the FMLA will run concurrently, except if prohibited by law.

Section 4.06 Leave of Absence

4.06.1 Discretionary Leave

The Village may, in its discretion, grant a leave of absence at the request of an employee without pay for good and sufficient reason (as determined by management). The Village shall, in its discretion, set the terms and conditions of the leave.

4.06.2 Application For Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Village Manager or his designee as far in advance as practicable (and at least 30 days in advance when the need for leave is foreseeable). The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by his immediate supervisor and it shall be in writing.

4.06.3 Military Leave/VESSA Leave/School Visitation Leave/Voting Leave

The Village complies with all applicable state, federal and local laws regarding leaves of absence. If you have questions about whether you are eligible for time off or to apply for a leave for one of these purposes, please consult the Human Resources Director.

4.06.4 Jury Leave or Witness Duty

Employees who are summoned to jury duty or subpoenaed as witnesses in matters in which they have no personal or pecuniary interest shall receive time off with pay, provided that proper notice is given to their immediate supervisor. An employee shall notify his immediate supervisor as soon as possible after being subpoenaed or summoned. The Village shall compensate such employees at their regular rate of pay for time lost while serving on jury duty or witness duty. As a condition of receiving such compensation, the employee must sign over to the Village all compensation received for jury duty or a witness appearance as it is received, except for a mileage allowance,

which the employee may keep, and he may be required to present verification of the witness appearance or jury duty. If an employee is subpoenaed to be in court for any other reason, the time off will be granted but without pay (or the employee may be required to substitute his/her earned time off benefits, if any).

4.06.5 Funeral Leave

In the event of death in the employee's "immediate family" (defined as the employee's legal spouse (including civil union partner), children, stepchildren, adopted children, parents, parents of spouse and stepparents, brothers and sisters of employee and spouse or grandparents and grandchildren of employee and spouse), an employee shall be granted up to three (3) consecutive workdays off work to attend the funeral. Leave beyond such three (3) workdays may, upon approval of the Village Manager or his designee, be taken if charged to the employee's sick leave or vacation leave accrual account, if any.

4.06.6 Benefits While On Leave

1. Unless otherwise stated in the Village Personnel Rules, an employee returning from leave will have his seniority continued after the period of the leave. Where the leave of absence is for less than ninety (90) calendar days, upon return the Village will place the employee in his or her previous job if the job is vacant; if the previous job is not vacant or if the leave of absence is for ninety (90) calendar days or more, the employee will be placed in the first available opening in his classification or in a lower-rated classification, if available, according to the employee's seniority, where skill and ability to perform the work without additional training is equal. An employee returned to a lower-rated classification shall be subject to recall to his former classification if an opening develops.
2. During an approved unpaid leave of absence of more than ninety (90) calendar days or during a layoff under the Village Personnel Rules, the employee shall be entitled to coverage under applicable group health and life insurance plans to the extent permitted under such plans(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the Village and applicable administrative cost.

4.06.7 Non-Employment Elsewhere

A leave of absence will not be granted to enable an employee to apply for or accept employment elsewhere or for self-employment, except with the express written approval of the Village Manager. Employees who engage in employment elsewhere in violation of this Policy during such leave may immediately be terminated by the Village.

Section 4.07 Family and Medical Leave Act

1. If you have been employed by the Village for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of

the leave, and you work at or report to a work site which has fifty (50) or more Village employees within a 75-mile radius of that work site, you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:

1. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);
2. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
3. In order to care for your spouse, child, or parents if they have a "serious health condition;"
4. Because of a "serious health condition" that makes you unable to perform the functions of your job; or
5. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on active duty in a foreign country (or has been notified of an impending call or order to active duty in a foreign country) in the Armed Forces, including the National Guard and Reserves.

Formatted: Indent: First line: 0", Tab stops: 1.75", List tab + Not at 0.75"

Formatted: Indent: First line: 0", Tab stops: 1.75", List tab

Formatted: Indent: First line: 0", Tab stops: 1.75", List tab + Not at 0.75"

2. Serious Health Condition. For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

- a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);
- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;

- d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a covered military member is on active duty or called to active duty status in a foreign country. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the covered military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or is called to active duty status in a foreign country and the dates of the covered military member's active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave or any other qualifying reason listed above.

With respect to a Qualifying Exigency Leave:

- a. A "covered military member" means your spouse, son, daughter, or parent who is on active duty or called to active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
- b. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post

deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (h) additional categories that are agreed to by the employer and employee within this phrase.

- c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy).
- d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include “parents in law”.

4. Military Caregiver Leave. If you have been employed by the Village for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit a medical certification available from our Human Resources Department or an invitational travel order or authorization from the Department of Defense as a condition of receiving approved Military Caregiver Leave. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a veteran

who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

- b. "Outpatient status" means the status of a Covered Service Member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. "Serious injury or illness" means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member's active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.

5. Spouses Employed by the Village. If your spouse also works for the Village and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a. and 1b. above, or to care for your parent with a serious health condition under paragraph 1c above, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the Service member Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available

from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the Village may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1.c. and 1.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the Village (unless you accept the second opinion as determinative). A second medical opinion will not be requested for Military Caregiver Leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Village asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1.c. and 1.d., above), or to care for a Covered Service member if you are a spouse, child, parent or next of kin to the Covered Service member (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Village may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity while on FMLA leave, that time does not count against your 12 week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time that you are performing in a light duty capacity (or until the end of the applicable 12 month FMLA leave year if longer).

9. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to your supervisor or the Human Resources Manager at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as "practicable," who generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Human Resources Manager for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the Village has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without providing additional information which would provide the Village with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the Village consistent with the Village's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work

while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the Village for the costs and expenses associated with insuring you during the leave.

11. Return From a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-six (26) workweeks during a single twelve (12) month period if you took a leave under the Service member Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the Village designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the Village's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

12. Coordination with Other Policies. You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave

under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the Village's conditions for taking the paid leave (although the Village may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

14. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the Human Resources Director so that the matter can be promptly investigated and remedied as appropriate.

15. Compliance With Other Laws. In administering this FMLA Policy, the Village complies with the Americans with Disabilities Act ("ADA") and any other relevant law. The Village may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this Policy, as a reasonable accommodation for a disability under the ADA.

Article 5. Guidelines for Conduct

Section 5.01 General Rules

Your primary responsibility is to do a good job, and this carries with it a number of obligations, such as obeying Village rules, adhering to safe working practices, cooperating with management, fellow employees and our residents and remaining committed to the best interests of the Village. As an employee of the Village of Bensenville, you also are expected to meet reasonable standards of work performance and personal conduct at all times.

The Village's policy is, whenever appropriate, to utilize progressive discipline procedures for violations of work rules, policies, or poor work performance. However, the Village reserves the right to deal with each violation or infraction on a case-by-case basis. This means that as a general rule, you will be given an increasingly severe penalty each time an offense is committed or work performance falls below an expected standard. Some types of misconduct, however, are so intolerable that you may be suspended (with or without pay as determined by the Village Manager) or even terminated immediately upon the first occurrence.

The following are examples of offenses which are so intolerable that they will result in immediate, severe disciplinary action up to and including immediate termination for the first offense. THIS LIST IS NOT ALL INCLUSIVE:

3. Stealing (taking without permission) property belonging to the Village, a resident or another employee.
4. Being absent three or more consecutive days without acceptable notice to the Department Head.
5. Failing to return on time from a leave of absence.
6. Falsifying or altering Village records.
7. Fighting with, assaulting, threatening, or using obscene language towards management, a co-worker, visitor or resident regardless of where the incident occurs.
8. Fighting with, assaulting, threatening, on Village property, any person not covered by above Rule #5; or deliberately provoking or inciting another person to engage in an assault or fight on Village property.
9. Destroying, damaging or hiding property belonging to the Village, a resident or another employee.
10. Giving false information to anyone who has any duty in preparing Village records including employment applications (no matter when discovered).

11. Refusal or failure to promptly comply with a work assignment or instruction or failing or refusing to perform assigned work.
12. Reporting to work or working under the influence of alcoholic beverages or a habit-forming or illegal drug, or having such in one's possession on Village property, or other violation of Alcohol and Drug Policy.
13. Attempting to or bringing alcoholic beverages or any non-prescription drugs or illegal substances into working areas.
14. Engaging in immoral or indecent conduct or any conduct which could embarrass the reputation of or discredit the Village.
15. Possessing or storing dangerous weapons or explosives on Company property.
16. Removal or adjustment of safety or security devices or alarm systems, without authorization from your supervisor.
17. Being convicted of a felony or other serious crime which reflects upon an employee's continuing fitness to perform his/her job, or which results in harm to the Village's reputation. (These issues will be addressed on a case-by-case basis considering all of the facts involved)
18. Failing or refusing to cooperate with the Company in any investigation of a theft or a suspected theft of property, or other conduct harmful to the Village or the concealment of or failure to report the occurrence of any violation of any Village rules or policies or general understanding of proper conduct.
19. Reckless (or dangerous) driving in parking lots or other similar activity that presents an actual or potential safety threat to our employees or others.

The following are examples of offenses which may result in disciplinary action under our progressive discipline procedure. In certain situations, depending on the severity and/or frequency of the offense, the first offense will result in immediate suspension or even discharge for the first offense. Nothing in this Policy is intended to create a procedural or contractual right.

20. Failing to follow prescribed work rules or policies.
21. Repeated absenteeism or tardiness.
22. Violation of No-Solicitation/Distribution policy.
23. Refusing to work a reasonable amount of overtime, or failing to work voluntarily accepted overtime.
24. Using obscene or threatening language in a malicious manner towards another employee, resident or visitor.

25. Destruction of bulletin boards, or marking or destroying any literature on such bulletin boards, or posting anything on bulletin boards without permission of management.
26. Failing to follow prescribed parking regulations, prescribed safety and health procedures, practices or policies.
27. Failing to report any accident or injury as promptly as possible to your supervisor or Department Head.
28. Failing to maintain satisfactory work performance, or incompetent or inefficient work performance.
29. Failing to maintain satisfactory or proper standards of dress, grooming or cleanliness.
30. Engaging in horseplay, or other disorderly conduct.
31. Interfering with the work performance of other employees.
32. Unauthorized absence from premises or assigned work area, including leaving early for breaks, lunch or at the end of the day or failing to return on time from breaks or lunch, and/or failing to properly record time away when leaving work areas.
33. Excessive loafing on the job or unreasonable use of toilet or washroom facilities during working time.
34. Being in an unauthorized area of the building or examining any type of Village records without your supervisor's authorization.
35. Engaging in personal business during working time, such as personal work, personal telephone calls, sleeping, reading, visiting other employees, etc., without permission of your supervisor.
36. Failing to call the Company, as far in advance as possible under the circumstances, when not reporting for work.
37. Failing to report knowledge of violation of Company rules, policies or procedures by another employee.
38. Habitual, repeated or frequent neglecting or failing to swipe in or out on time cards, (including swipes to record breaks, lunch periods or when changing departments).
39. Carelessness or negligent use of computers, copying machines, fax machines, or other Village property or equipment or any violation of computer or equipment use policy.

40. Use or wearing of sunglasses, headsets, or personal radios in working areas without prior permission from your supervisor.
41. Any other act or omission deemed harmful or hazardous to the Village, our property, our employees, our residents and/or our visitors.

Article 6. Complaint Procedure

Section 6.01 Complaint Policy

It is the overall Policy of the Village that each employee has the right to pursue complaints of a violation of this Personnel Policy through the chain of command. Employees who have completed the probationary period will be entitled to use the Village complaint procedure. All actions of a Village Department Head in reference to any complaint shall stand until or unless overruled by the Village Manager. Questions concerning the validity of an order of a supervisory employee shall not exempt any employee from the responsibility of completing the task assigned. ***NOTE: There is nothing in this Policy or Manual which is intended to create a contractual right or due process obligation beyond which may be required by law.***

Section 6.02 Complaint Procedure

A complaint of a violation of this Personnel Policy shall be processed in the following manner:

Step 1: Any employee who has a complaint of a violation of this Personnel Policy is encouraged to submit a written complaint signed and dated by the employee to the employee's immediate supervisor, specifically indicating that the employee is raising the matter as a complaint under the Village Personnel Policy. The written complaint should specify the section or sections of the Village Personnel Policy that are allegedly violated, misinterpreted, or misapplied, the full summary of facts on which the complaint is based and the specific relief requested. All complaints should be presented not later than five (5) business days from the date of the occurrence or event first giving rise to the complaint, or within five (5) business days after the employee, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged complaint. Extensions would be considered only if required by law and/or otherwise as necessary and appropriate in management's discretion to resolve a matter. The immediate supervisor shall investigate the matter and render a written response to the complainant within five (5) business days after the investigation is conducted.

Step 2: If the complaint is not resolved at Step 1 and the employee wishes to appeal the complaint to Step 2 of the complaint procedure, it shall be submitted in writing designated as a "complaint" to the Department Head involved within five (5) business days after receipt of the Step 1 answer; provided, however, that where the Department Head is the employee's immediate supervisor, the employee shall proceed directly from Step 1 to Step 3 within five (5) business days after receipt of the Step 1 answer. The

complaint submitted at Step 2 shall be in writing and dated and signed by the employee. The written complaint shall contain a summary statement of the facts, the provision or provisions of the Village Personnel Policy, which are alleged to have been violated, and the specific relief requested. The Department Head or designee shall investigate the complaint and, in the course of such investigation, may offer to discuss the complaint with the complainant at a time mutually agreeable to the parties. If no resolution of the complaint is reached, the Department Head or designee shall provide a written answer to the complainant thereafter.

Step 3: If the complaint is not resolved at Step 2, it may be referred in writing to the Village Manager within five (5) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Manager or his designee and the Department Head or other appropriate individual(s) as desired by the Village Manager, shall meet with the complainant generally within five (5) business days of receipt of the employee's appeal, if practicable. If no agreement is reached, the Village Manager shall submit a written answer to the employee generally within five (5) business days following the meeting.

Step 3 is the final phase in the complaint procedure and the decision of the Manager shall be final and binding.

Section 6.03 Time Limit For Filing

No complaint shall be received or processed unless it is submitted within five (5) business days after the occurrence or event first giving rise to the complaint, or within five (5) business days after the employee complainant, through the use of reasonable diligence, could have become aware of the occurrence or event first giving rise to the alleged complaint. For purposes of this Section, a "business day" is defined to include Mondays through Fridays only, excluding Village celebrated holidays.

If a complaint is not presented within the time limits set forth above, it shall be considered "withdrawn and resolved." If a complaint is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled based on the Village's most recent answer. If the Village does not answer a complaint or an appeal thereof or hold a complaint meeting within the specified time limits, the aggrieved employee may elect to treat the complaint as unresolved at that step and immediately appeal the complaint to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in the Village Personnel Policy.

Section 6.04 Important Note/Disclaimer

This policy is intended to provide a guideline for resolving complaints and it is not intended to create a procedural due process right or guarantee of any particular procedure where management has grounds to believe it is not appropriate or legally required to adhere to this policy.

Section 6.05 Advanced Step Complaint Filing

Upon written mutual agreement between the complainant and the Village Manager, the first and/or second steps of the complaint procedure may be bypassed. Such written mutual agreement shall not in any way be construed as a waiver of the time limits for the filing and processing of a complaint.

Article 7. Advanced Education and Professional Organizations

Section 7.01 Tuition Reimbursement Policy

The Village encourages employees to continue their education and improve their job related skills. The Village provides a Tuition Reimbursement Program for regular full-time employees who have successfully completed their introductory/probationary period. The employee must be in good standing with the Village, meaning the employee must, at a minimum, meet performance expectations as verified by the supervisor, and have no performance or disciplinary actions pending.

All requests for attendance at seminars, schools, or enrollment in outside formal educational programs for which the employee desires financial reimbursement are subject to the approval of the Department Head and Village Manager. Village requirements for course reimbursements shall be predicated on the attainment of a grade of B or better (or Pass, in those instances where applicable). All class attendance and class work will take place during non-work hours.

Participation in the Tuition Reimbursement Program will be determined by availability of funds in the Tuition Reimbursement budget. Qualifying tuition reimbursement shall not exceed the tuition and fees charged by Northern Illinois University (NIU) for the equivalent coursework. Employees are not restricted to enroll in programs based on cost; however tuition and fees in excess of the equivalent coursework at NIU are not eligible for reimbursement by the Village.

Reimbursement for degree programs is a major investment made by the Village in the development of a particular employee. The course must be designed to maintain or improve the skills required of the employee in his/her current job assignment or they must be necessary to meet express requirements of the Village. It follows that the employee must continue working for the Village for some period of time in order to qualify for this reimbursement. Accordingly, before such a program will be approved, the employee must sign a written agreement to reimburse the Village 100% of the degree program costs paid by the Village on the employee's behalf for any semester (or applicable unit) if the employee leaves Village employment within two (2) years of the end of the semester (or applicable unit).

Section 7.02 Professional Organization, Membership, and Conference Policy

7.02.1 Professional Organization Membership

Village Employees are encouraged to affiliate with professional organizations and societies for which they qualify by education or training; provided that such affiliation produces observable benefits for the Village. The Village Manager reserves the right to limit the number of organizations to which an employee may belong.

7.02.02

Conference Attendance

Employees are encouraged to attend short courses or State conferences, within the constraints of the applicable budget. Application should be made to the employee's Department Head for permission to attend. The Village Manager shall review the request and the recommendation of the Department Head. Permission may be granted by the Village Manager if, in his opinion, there is sufficient benefit to both the employee and the Village.

Section 7.03 Reimbursement of Expenses

The Village shall compensate an employee in attendance at a pre-approved conference in the following manner:

- a) One hundred percent (100%) of registration fee.
- b) All reasonable expenses for meals.
- c) Single accommodation for room
- d) Coach fares for plane, train, or bus transportation.
- e) A millage allowance, if required.
- f) Miscellaneous expenses such as taxi, car rental, etc., if required.
- g) The Village will not compensate for expenses for spouses or additional guests.
- h) The Village will not reimburse an employee for costs related to the purchase or consumption of alcohol.

Prior pre-approval for mileage, lodging, meals and any other expenses expected to be incurred must be pre-approved by department head.

Article 8. Other Miscellaneous Policies

Section 8.01 Equipment Accountability Policy

Object: The purpose of this document is to establish a Village Bensenville Equipment Accountability Policy regarding the assignment, procurement, use and accountability of Village provided wireless communication/Data Processing Equipment and to ensure the use or access such equipment is in compliance with the Village's policy and consistent with Village business needs.

Applicability: This policy applies to all the Village Employees.

Equipment: Equipment under this policy includes all data processing and communication devices Including all Desktop Computers, Laptop Computers, Surfaces, IPads, Mini IPads, Mobile Data Computers, Mobile Phones, Head Phones, Wireless Radios, Landline Phones, Printers, Mobile Printers, LCD screens, LED Screens, Projectors, Smart Boards, Data Storing devises, Network Cables, Switches, Mainframes, VM Wares, Internet Modems, Internet Mobile Jet Packs, and any other equipment which qualifies as data processing, data storage or data transfer devise. The equipment also includes all the software as well installed on the above listed devises. The equipment for this policy includes all the equipment whether they are acquired by the Village or donated to the Village or seized/forfeited by the Village.

Inventory: Each department is responsible for all the equipment assigned to their department. Each department must maintain an Inventory for all the IT equipment qualifies by the definition as listed above. IT department at the Village of Bensenville should also maintain the master list of the equipment.

Policy: The Village of Bensenville recognizes that data processing/wireless communications equipment and related services are an important and necessary tool to assist Village staff to perform their job duties. Therefore, the Village may provide wireless communications equipment and service to certain employees to assist in the proper performance of their job duties. This policy applies to all employees who are provided, have access to or otherwise use Village wireless communications. The Village Manager reserves the right to change this policy.

1. The Village of Bensenville provides wireless communication equipment/data processing equipment to certain employees through the IT Department, as authorized by the Village Manager and necessary for the proper performance of job related activities.
2. The IT department also has authority, under the direction of the Village Manager, to coordinate and arrange for such wireless

Formatted: Heading 2

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: Indent: Left: 1.3"

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

communications equipment and service in support of the Village's business needs at the request of the employee's Department Director.

3. In considering the Department Director's cellular equipment request, the Village IT Department will evaluate and determine the most cost effective service plan and equipment for each authorized Village employee.

4. Only the Village Manager (or designee) is permitted to enter into an agreement or contract for cellular equipment or service, on behalf of the Village. Procurement and distribution of equipment, accessories and service plans shall be the responsibility of the Village IT Department at the request of the Department Director.

5. No employee is authorized or permitted to use their own personal cellular equipment or other wireless communications for work related phone calls, text messages and/or email (unless authorized) by the Department Director or designee. If they should happen to do this, they are reminded that this usage is not reimbursable by the Village and the employee is solely responsible for the expense involved.

6. Users must understand that any use of the Village's wireless communication systems or services will not be considered or regarded as private communications. As such, the users should have no expectation of privacy with respect to any such communications. All wireless communications, particularly business email or text messages, can and will be subject periodic review to ensure compliance with this policy. Additionally, all such communications may be subject to release in response to a FOIA request, court order or any other statutory requirement.

7. With prior approval of the Department Director, a reasonable amount of limited personal use of Village wireless communications is permitted as long as it does not interfere with the employee's job performance or productivity and the transaction of Village business, consume significant resources, give rise to any additional costs or interfere with the activities of other employees of the Village. However, it is important for all users of the Village's cellular equipment to understand that ALL communications transmitted, received and/or stored using any of the Village's cellular equipment is subject to being reviewed by the Village, regardless of the business or personal nature of the communication. Users should not assume that any such communications shall remain private and may be subject to release in response to a FOIA request or a court order.

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

Formatted: List Paragraph, No bullets or numbering

8. The Village cannot and does not imply, extend, or guarantee any "right to privacy" for voice calls and or electronic communications placed over Village provided cellular equipment, including but not limited to call detail records, logs, voice mail messages, data storage, text messages, emails, and address books.

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

9. Employees must return their cellular equipment to the IT department when no longer required for their work assignment and/or upon separation from the issuing department or the Village and/or in the event the authorization is restricted or revoked by the Department Director.

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

10. All Villages issued wireless communication systems and numbers are the Village's property.

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

11. Outgoing Village employees and those returning cellular equipment due to a job change may not take the Village cellular equipment; however, with approval from the Department Director and Director of IT they may port the cell phone number to another carrier.

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

12. If the Village Manager determines that the "fair market" value of cellular equipment is minimal; the Village Manager can authorize an outgoing individual to pay that amount to the Village to keep the Village cellular equipment. However, under no circumstances may an employee continue on the Village's cellular plan, even if purchasing the Village cellular equipment.

Formatted: List Paragraph, No bullets or numbering

Formatted: Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

13. Under all circumstances, employees are required to use the Village provided cellular equipment in compliance with all laws and regulations. Employees using cellular telephones while driving are required to use a hands-free device or pull over to a safe location on the side of the road before placing or receiving a call.

Formatted: List Paragraph, No bullets or numbering

Formatted: Indent: Left: 0.7", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

14. Employees using cellular equipment for text messaging while driving is required to pull over their vehicle to a safe location before reading or sending text messages. In the event of a violation of any traffic laws while using the Village's equipment, the employee may lose privileges and the employee is solely responsible for the cost of citations involved. The Village reserves the right to discipline any employee caught using electronic devices, including cellular equipment, in an unsafe manner while operating a vehicle or piece of equipment. This shall include but not be limited to not using hands free calling or texting while driving.

Formatted: List Paragraph, No bullets or numbering

Formatted: Indent: Left: 0.7", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

15. Employees using cellular equipment will be solely responsible for the purchase of all the application (apps). Any expense incurred to buy an app by the employees for employee's work related activities can be

Formatted: List Paragraph, No bullets or numbering

Formatted: Indent: Left: 0.7", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Indent at: 1.3"

reimbursed subject to the prior approval from the Department Director and the Village Manager.

Formatted: List Paragraph, No bullets or numbering

Damage: Reasonable care should be taken to prevent equipment loss or damage. On each occasion of damage or lost Village Property, the employee who is assigned the equipment must write a written memo (email or paper copy) explaining the incident of damage or loss of the property. If assigned equipment is lost or damaged, the same equipment or part may be ordered for the employee at the expense of the department upon approval of the Department Director along with Village Manager. However, if the Department Director/Village Manager determines that the equipment was lost or damaged due to negligence or misplacement, the employee is liable for the cost of repair or replacement. Lost equipment MUST be reported immediately to the Department Director and IT department; failure to do so could seriously compromise Village data security and could result in discipline to the employee.

Confidentiality: All employees are expected to maintain the integrity of the sensitive, confidential and proprietary information that is stored on or is passed through Village information systems unless released via a legally permissible means, such as FOIA or court order. This definition includes but is not limited to:

- a) Personnel information including salaries, performance reviews, complaints, grievances, disciplinary records and medical records.
- b) Criminal history information, mug shot images, police investigation records, intelligence files, and tactical information.
- c) Names, addresses or other personal information about Village residents or vendors.

Formatted: Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.5" + Indent at: 1.75"

Penalties for Violation of Copyright Laws and Policies: According to the US Copyright Law, illegal reproduction of software can be subject to civil damages of as much as \$100,000 per work copied, and criminal penalties, including fines and imprisonment. Village employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination. The Village does not condone the illegal duplication of software.

Formatted: Indent: Left: 1.75"

Village Property: All work produced for the Village by an employee, including but not limited to information technology, is at all times the exclusive property of the Village and may not be removed, copied, reproduced or sold by any employee. Any information or document (or copy thereof) that is provided to an employee during his/her employment with the Village and/or which the employee had access during his/her employment must be promptly returned upon request and in no event prior to his/her last day of employment with the Village. If you have a question about whether it is appropriate to retain or have access to such

information or document, you are required to seek written permission from the Village Manager (or designee) before doing so.

Any actual or threatened violation of this policy will be strictly enforced and may result in appropriate legal action to protect the integrity and confidentiality of the information involved.

Section 8.02 Credit Card Usage Policy

Formatted: Heading 2

Objective: The credit card policy is designed to set rules and guide lines for the procurement transactions to be done using the Village Credit Cards.

A) Number of Credit Cards:

Village will obtain 3 credit cards. One will be in possession of the Village Manager, one will be available in possession of the Village Manager's Office staff, and one will be with the Finance Department. The Village Manager can authorize additional cards if needed

B) Authorized Transactions:

Village Credit Card can be used for the following transactions on behalf of the Village:

- a. For emergency purchases as defined in the procurement policy.
- b. To pay for the small expenses incurred in dealing with day to day business by village manager.
- c. To pay for the expenses on behalf of the Village where check payment is not practical or the vendor does not allow any other form of payment except credit cards.
- d. To buy goods and/or services online where check payments and/or purchase orders are not accepted.
- e. To pay for the expenses on behalf of the Village for the authorized and approved employee travel, air fare, boarding, lodging etc.
- f. For small purchases as defined in the procurement policy.
- g. The expense which is authorized by the Village Manager/Village Board to be paid by the Credit Card.

C) Unauthorized Transactions:

- i) No Village credit card can be used for cash advances, personal purchases and unauthorized/unapproved purchases.
- ii) While using the credit card on business tour/visits at any restaurant or hotel, the Village credit card can never be used to pay for any liquor, beer or any alcoholic beverages.

Formatted: Indent: Left: 1", No bullets or numbering

D) Proper Care

It is the duty of Village employee using the credit card to take proper care of the credit card, get receipts of all the transaction conducted thru the credit card and provide an accurate accounting as well as justification of the transaction.

- iii) All the credit card transactions must be reported on the warrant at its earliest.
- iv) Any rewards, gifts or point benefits out of the credit card usage should only be received by the Village and should never be cashed by any employee of the Village. The reward points/mileage earned can be used to offset the cost of any official travel/tour for the benefit of the Village only.
- v) Village is exempt from all kind of sales tax and employee should make sure to keep sales tax exemption form while conducting transactions and should make sure that sales tax is not charged on any of the purchases.
- vi) Under no circumstance, any village employee should store the credit card number on any piece of paper, email or other electronic form.

Section 8.03 Travel and Business Expense Policies and Procedure

Formatted: Heading 2

Section 1. Purpose

The purpose of the Village of Bensenville Travel and Business Expense Policies and Procedures ("Expense Policy") is to effectively regulate reimbursement of all travel, meal and lodging expenses of Village of Bensenville's Officials and employees. The Expense Policy is established pursuant to the Local Government Travel Expense Control Act, Public Act 99-604. Each Public Official and Employee is responsible for assuring that expenditures are prudent and necessary to effectively fulfill their duties to the Village of Bensenville.

Section 2. Applicability/Effective Date

This Expense Policy shall apply to all the Employees of the Village of Bensenville.

Section 3. Definitions

"Act" is the Local Government Travel Expense Control Act, Public Act 99-604.

"Authorized Individual" shall mean a Employee, whether elected, appointed or employed, who is authorized to incur travel and travel related or business expenses in the performance of his or her duties.

“Entertainment” includes, but is not limited to shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose or program or event.

“Public Entity” is the Village of Bensenville.

“Travel” means any expenditure directly incident to official travel by Employees and Officers of the Village of Bensenville, involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

Section 4. Authority to Incur Travel and/or Business Expenses

A. The Village of Bensenville hereby recognizes that certain travel and business expenses are necessary and proper for the efficient conduct of public business. Such travel and business expenses are properly incurred for performing mandated, job-required duties (such as investigating usefulness of equipment or services to a particular government requirement) and/or are related to attendance at schooling, conferences, seminars, meetings and workshops, where such attendance is necessary for continuing education, or is deemed worthwhile for reasons including but not limited to, networking, marketing and/or facilitating the duties of the office or business of the Village of Bensenville.

B. The Village of Bensenville through its budget system, shall maintain control of travel and business expenses for Officials and Employees, which shall provide for the efficient and economical conduct of official business.

C. Prior authorization for travel planned by an Employee during a budget year shall be obtained as part of the approved budget for each department. All travel and business expenses by an Employee must be authorized by the Village Manager.

D. If a member of the [elected or appointed board] finds it necessary to incur travel and/or business expenses, and when the expenses are within the intent of the annual adopted budget, the expenditures are authorized.

E. Summary reports of travel to conferences, conventions, seminars and/or meetings may be reported, if required, to the **Village Board** or Department Head.

Section 5. Allowable Expenses

A. Travel and/or business expenses shall be limited to those expenses necessarily incurred by the Official/Employee in the performance of duties related to the functions and responsibilities of the Official/Employee.

Without securing additional approval of Village Board, the maximum allowable expense to be incurred by any Official or Employee in any budget year shall be as follows:

Travel: \$2,000 Business Expense: \$2,000

B. Business expenses shall apply to those expenditures which are incurred in the performance of a public purpose, including attending meetings with government officials, seminars and training programs, pick-up and delivery of parts and/or equipment, community programs and any other related purposes.

Section 6. Funding

A. All travel requires prior authorization.

B. Except as hereinafter set forth, all travel requires the completion and submittal to [name the office] of the Expense Request Form, as attached hereto and incorporated herein as Exhibit 1. All expenses incurred for which reimbursement is sought must be accompanied by the original receipt for such expenditures.

C. Travel advances may be issued to an Authorized Individual prior to departure on an authorized trip. The advance payment will be predicated on the amount estimated as set forth in the Expense Request Form, attached hereto as Exhibit 1. All travel reservations for a common carrier must be made by [name of officer] or his/her authorized representative. If common carrier tickets are necessary, issuance of such tickets shall be made only upon receipt of the Expense Form, with proper approval signatures. If an authorized travel advance is less than the approved actual expense, the difference will be paid to the Authorized Individual following travel, and upon proper receipts being provided. If the travel advance is greater than the actual or allowed travel expense, then the difference shall be reimbursed to the Village of Bensenville within thirty (30) days after return of the Authorized Individual.

D. All Authorized Individuals are required to ensure that vendors are made aware of and provided with the Village of Bensenville tax exemption information whenever applicable.

Section 7. Expense Request Form

The [name of office] shall provide an Expense Request Form, attached hereto as Exhibit 1, to be used by each Authorized Individual for travel requests, expenses and reimbursements and mileage allowances, for use for all expenditures and reimbursements sought in an amount more than Twenty and 00/100 Dollars (\$20.00).

No Expense Request Form shall be required to be submitted for expenses, in connection with travel, that are billed directly to the Village of Bensenville.

The [name of individual] shall cause requests for travel expense and reimbursement to be verified before payment is made therefore.

Section 8. Meal Allowances and Accommodations

A. Meals

For the purpose of reimbursements, the allowances for meals shall be based on the schedule set forth by the Internal Revenue Service for all cities within the continental United States.

If meals are provided as a part of the registration fee for the authorized travel, no additional meal allowances will be paid or reimbursed.

Meals for guests, which are paid for by the Authorized Individual as part of appropriate conduct of public business, shall be deemed a legitimate expenditure for the Village of Bensenville Officers and Employees, and reimbursement may properly be sought therefore. In such circumstances, the guest's meal is not subject to authorized Internal Revenue Service allowances.

B. Accommodations

Hotel or accommodations allowances will be made when travel extends overnight and requires lodging, at the single occupancy rate (unless an Authorized Individual determines to share accommodation with another Authorized Individual). An Authorized Individual taking a guest shall pay any cost differences for double occupancy. The Government Room Rate shall be sought in all circumstances, unless not available. Room service, and additional room expenses (movie rental, valet, minibar, etc.) will not be paid and/or reimbursed.

E. Exclusions

1. Alcoholic beverages are excluded from reimbursement for any meal and/or accommodation.

2. Expenses related to entertainment are excluded from reimbursement, unless such entertainment is ancillary to the purpose or program or event. For example, "ancillary" means those entertainment events which are included in the registration cost of a convention or seminar.

F. Exceptions

Any exceptions to this Policy must be granted in writing by the [name of official].

Section 9. Transportation

A. All travel must be on a convenient and mainly traveled route. If an Authorized Individual travels by an indirect route for his/her convenience, any extra costs shall be borne by the Authorized Individual. Air travel shall be at the coach fare.

B. If a privately owned automobile is used for travel, the Authorized Individual shall be entitled to a mileage reimbursement at a cents-per-mile rate equal to the Internal Revenue Service allowable rate then in effect. When two or more Officers or Employees are attending the same travel related event, carpooling should be practiced whenever possible. The actual speedometer reading from Village of Bensenville to the destination and return to the Village of Bensenville shall be used for mileage calculation purposes.

C. Transportation by common carrier which has not been prepaid, and for which the Authorized Individual seeks reimbursement, must be substantiated by the original receipt from the common carrier.

D. Transportation by charter vehicle may be authorized when deemed to be the most economical method of travel considering the nature of the business, the number of people making the trip and the most efficient and economical means of travel.

Section 10. Reimbursable Incidental Expenses

An Authorized Individual may be reimbursed for incidental travel expenses incurred during the course of travel. Such incidental travel expenses include, but are not limited to, the following:

1. Registration fees, convention, conference, seminars and/or training fees.
2. Taxi/Rideshare, and airport or hotel limousine fares.
3. Car rentals.
4. Storage or baggage fees.
5. Tolls.
6. Parking fees.
7. Telephone and facsimile charges relating to official business.
8. Tips for parking attendants and baggage handling.
9. Public Transportation.

Any miscellaneous expense over \$20.00 for which reimbursement is being sought shall be accompanied by receipt.

Section 11. Emergencies

In the event of an emergency necessitating travel or the incurrence of a business expense, the requirements of this Expense Policy shall be waived prior to travel or incurring the expense. However, within thirty (30) days of any emergency expenditure, the Expense Request Form shall be completed and filed with the appropriate office for reimbursement and to document the emergency. Report of any emergency expenditure shall be provided to the Corporate Authorities in an open meeting.

Section 12. Credit Card

A Credit Card may be used by the Authorized Individual for the conduct of public business, in regard to charging and payment of travel and/or business expenses that cannot be conveniently paid for by other means.

Use of an authorized Credit Card must be in accordance with the policy enacted for same by the Village of Bensenville.

Section 13. Auditing

All Expense Request Forms shall be submitted to the [official/office] no later than thirty (30) days before travel or the business expense is expected to be incurred for estimated expenses, or within thirty (30) days after the travel or business expense has been incurred for auditing by [official/office].

Formatted: Indent: First line: 0.5", Space After: 0 pt, Line spacing: single

Section 14. Official Documents

In compliance with the Act, all documents and information submitted in regard to travel and/or business expenses in accordance with these Policies and Procedures are declared to be "public records" and subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

Section 15. Fraudulent Claims

Claims submitted pursuant to these Policies and Procedures must be signed by the Authorized Individual, which signature shall serve as verification of the true and correct nature of the funds being sought therein. Any individual who makes or aids in the making of a false or fraudulent claim shall be guilty of a violation against the Village of Bensenville and, if found guilty of same, shall be punished as provided in the Village of Bensenville Personnel Rules and Regulations. In addition, any individual who receives an advance or reimbursement by use of a false claim, shall be liable for repayment of the amount.

Section 16. Supersede/Conflict in Policies and/or Procedures

These Policies and Procedures supersede any other policy or procedure currently in effect to the extent such policy or procedure is in conflict with that provided herein.

ACKNOWLEDGEMENT

I, _____ hereby acknowledge that I have received the Village of Bensenville Unlawful Harassment, ADA and other Anti-Discrimination and Anti-Harassment Policies and that I have read and fully understand its/their contents. I also agree and accept responsibility to obtain and review copies of any amendments to such Policies.

I understand that it is my right and sometimes my obligation to report any incident of a violation of any of these policies so that the matter can be promptly investigated and remedied if appropriate. I was notified that no retaliation will be taken or tolerated against me for reporting a possible violation or participating in a complaint investigation.

Signed: _____

Date: _____

RECEIPT OF PERSONNEL EMPLOYEE HANDBOOK

I have received a copy of the Village of Bensenville Employee handbook. I understand that the Employee Manual contains a summary of some benefits and policies and that the Village reserves the right to change, modify or delete rules, policies and benefits contained in the Employee Manual. I agree to abide by the rules and regulations contained in the Employee Manual and with any revisions made thereafter. I also understand that any delay or failure by the Village to enforce any Village Policy or rule will not constitute a waiver of the Village's right to do so in the future.

I understand that neither this Employee handbook nor any other communication by a management representative, whether oral or written, is intended in any way to create a contract of employment. Since employment with the Village of Bensenville is voluntarily entered into, I am free to resign at any time. Similarly, the Village of Bensenville may terminate the employment relationship whenever it believes it is appropriate. In the event of a conflict between this Manual and a specific provision of the collective bargaining agreement, the collective bargaining agreement will govern.

I am aware that the Village has the right and responsibility to take reasonable steps to inspect and review any items, materials or communications that are made with Village equipment or on Village time. Therefore, I acknowledge that I have no expectation with respect to the privacy of such communications. Finally, I acknowledge and understand that nothing in this Manual or this Receipt is intended to diminish my rights to engage in free speech or other forms of communication that are protected by law, including the right to engage in lawful protected or concerted activity under the Illinois State Labor Relations Act.

Date

Signature

[Return to the Director of Human Resources and Copy in Employee Personnel File]

TYPE:Resolution**SUBMITTED BY:**S. Viger**DEPARTMENT:**Community & Economic
Development**DATE:**02.13.18**DESCRIPTION:**Resolution Supporting the Granting of a Cook County Class 6(b) Real Estate Tax Incentive for Certain Property Commonly Known as 1055 Sesame Street, 491 and 495 Podlin Drive**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Financially Sound Village
 Quality Customer Oriented Services
 Safe and Beautiful Village

<input type="checkbox"/>
X
<input type="checkbox"/>

Enrich the lives of Residents
 Major Business/Corporate Center
 Vibrant Major Corridors

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

1. Dayton Street Partners (DSP) proposes to
 1. redevelop 1055 Sesame by demolition an older industrial building
 1. assemble the site with the vacant property to the north (491-495 Podlin Drive)
 2. construct a new state of the art 116,000 square foot "spec" industrial building.
2. The property is located in the relatively small portion of our industrial base that lies within Cook County.
3. Cook County industrial property is at a disadvantage to their competitors in Bensenville located in DuPage County based on the property tax structures between the two Counties.
4. Cook County instituted a Property Tax Incentive (Class 6b) to level the Property Tax "playing field" for these industrial properties.

KEY ISSUES:

1. The Class 6b Incentive lowers the assessment level from 25% to 10% for ten years, 15% for one year and then 20% for one year.
2. In the thirteenth year the property's assessment level reverts to the standard 25%
3. This type of new industrial development would not be possible but for the Class 6b incentive.
4. DSP estimates over 100 constructions jobs and approximately 100 permanent full time jobs upon completion.
5. Acquisition cost for the property is \$5M and the estimated construction cost exceed \$6M.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff is supportive of the Class 6b request and respectfully recommends approval of the Resolution.

BUDGET IMPACT:

1. DSP states that the increase in Property Taxes in comparison to the status quo is in excess of \$890,000 over the course of the Class 6(b).

ACTION REQUIRED:

Approval of the Resolution granting the Cook County Class 6(b) Real Estate Tax Incentive for certain property

Commonly Known as 1055 Sesame Street, 491 and 495 Podlin Drive.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Aerial and Zoning Map	2/7/2018	Backup Material
Dayton Street Partners request, application and supporting materials	2/7/2018	Backup Material
Agreement	2/13/2018	Cover Memo
Resolution	2/12/2018	Cover Memo
Exhibit A- Legal Descriptions	2/12/2018	Cover Memo

CDC#2018 – 02

1055 Sesame Street/491 Podlin Drive
DSP Acquisitions
Variation; Truck Dock Width
Plat of Consolidation and Site Plan Review



Village of Bensenville

Parcels 12-19-100-091, 12-19-100-115, & 12-19-100-116

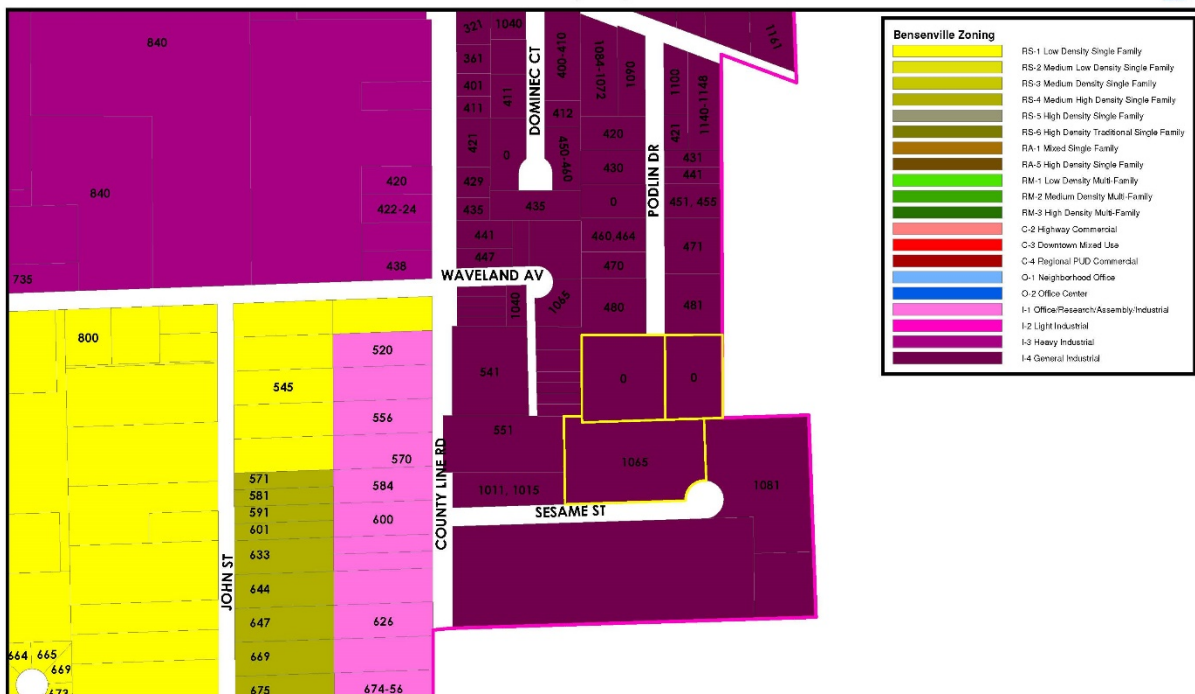


Date: 1/18/2018



Village of Bensenville

Zoning Map



THE LAW OFFICES OF
LISTON & TSANTILIS
A PROFESSIONAL CORPORATION

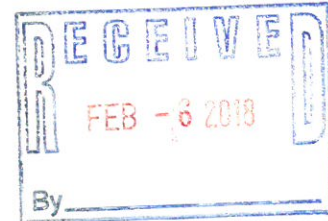


33 NORTH LASALLE STREET, 28TH FLOOR CHICAGO, ILLINOIS 60602
BRIAN P. LISTON (312) 580-1594 PETER TSANTILIS (312) 604-3808 FACSIMILE (312) 580-1592

February 2, 2018

VIA EMAIL

Scott R. Viger
Director of Community and Economic Development
Village of Bensenville
12 S. Center Street
Bensenville, Illinois 60106



RE: Class 6b Tax Incentive
Dayton Street Acquisitions LLC or its Assignee
1055 Sesame Street/ 491 Podlin Dr
Bensenville, Illinois 60106
PIN: 12-19-100-115/-116/-091

Dear Scott:

DSP Acquisitions LLC, or its assignee (collectively, the "Applicant") is planning to construct a brand new 116,294 square foot building at the above captioned site and is requesting a Resolution from the Village of Bensenville supporting and consenting to a Class 6b Tax Incentive for the subject property based on new construction.

The total land area of the subject property is approximately 294,037. The property currently consists of three lots, two of which are vacant, and the third has an existing industrial building.

The building that currently exists on the property is a 90,000 square foot Class B industrial building with a 21' clear height that was built in 1976. The building is currently a single user facility, and the tenant is moving out upon the sale of the property.

Applicant plans to construct a Class A, 116,294 square foot light industrial building. The approximately 32' tall (interior clearance) building will contain up to 24 exterior docks, 2 drive-in-doors, and a 106 space parking-lot.

Although the Applicant currently does not have a tenant for the property, it intends to hire a brokerage firm to competitively lease the property. The location of the property near the second largest cargo airport in the county (O'Hare International Airport), and the attractive new Class A industrial construction is likely to attract businesses seeking industrial space. The Applicant envisions the new building to be suitable for up to three tenants, and predicts that the project will create approximately 100 new full-time jobs. Additionally, the Applicant will implement whatever steps necessary to encourage its tenants to hire qualified Village of Bensenville residents.

LISTON & TSANTILIS

In total, the property's construction costs (hard costs) are estimated as \$6,175,211 before any tenant improvements or leasing commissions. In addition to the construction costs, Applicant will be closing on the purchase of the property for \$5,000,000. In total, including land acquisition, fees, commissions and other costs, Applicant will invest approximately \$11,175,211 into the Village of Bensenville for this property.

Based on the proposed project, and the projected leases that Applicant expects to secure from tenants in the open market, this property's full market value will likely be \$6,688,068 once fully occupied for an entire calendar year. This valuation was calculated based on an income analysis of the likely lease rates and assuming that the property is fully occupied.

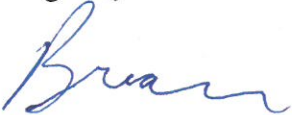
By 2019, Applicant expects that with a Class 6b and the investment described herein, the property's taxes will be approximately \$220,814 using the 2016 tax rate. Over the twelve year course of the incentive, Applicant projects that the Village of Bensenville will see an increase in taxes of \$895,926.

Today, the property contains two vacant lots, and a 42 year-old Class B industrial building that is 90,000 square feet. By leaving the two lots vacant, and a smaller, inferior building on the third lot, the property will continue to generate very little property tax per square foot for the Village, and will be an eyesore for businesses in the area.

By supporting this incentive, the Village will assist the Developer in investing \$6,175,211 before accounting for any tenant improvements or leasing commissions in revitalizing the property by constructing a brand new, Class A industrial facility.

Applicant is requesting a Class 6b Incentive based on new construction and is eager to work with the Village of Bensenville in order to bring more jobs and commerce to the community. Please review this letter and the attached materials and, if possible, place the Applicant on the agenda for the next committee meeting to approve the Class 6b Incentive on this property. Should you have any questions or need any additional information or documentation, please do not hesitate to contact me at (312) 580-1594.

Regards,



Brian P. Liston

Encls.

Cook County 6b Program Application:

Date: 1/10/2018

Address of Proposed Project: 1055 Sesame St. / 491 Podlin Dr., Bensenville, IL 60131

Name of Applicant: DSP Acquisitions LLC or its Assignee

Business Name: DSP Acquisitions LLC

Business Phone: 312-322-0704 Email Address: Howard@DaytonStreetLLC.com

Mailing Address (If Different): 350 W. Hubbard St., Suite 222, Chicago, IL 60654

Contact Person: Howard Wedren ^{Work} Home Phone: 312-322-0704

Year Property Purchased: _____ Year Business Opened: _____

Property Square Footage: _____ Number of Employees: _____

Supplemental Questions:

1. Please provide a business description:

N/A, the incentive application is based on New
Construction.

2. Please describe the need for Cook County 6b incentive:

See Attached

3. Please provide a description of the property, including any proposed improvements:

See Attached

4. How will you fund property improvements? (Must provide documentation supporting this):

100% of funding will come from the Applicant's equity Partner.

5. How will this project positively impact the local Bensenville economy? (Ex: job creation, increased sales tax, property tax, etc.):

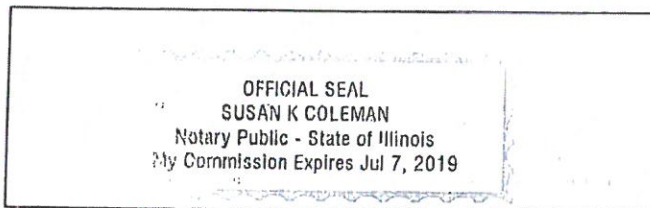
See Attached

I (we), by signature below, agree to the stipulations itemized above and certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Bensenville's Cook County 6b Program. I (we) understand the work to be performed will be in accordance with all Village codes. I (we) agree to hold harmless, indemnify, and defend the Village of Bensenville, and their employees and agents, for any and all liabilities arising out of this application, loan, construction, or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for assistance, the work to be performed will be in accordance with program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

[Signature] _____
Signature of Applicant Date 1/16/2018

Howard Wedren _____
Print Name Date 1/16/2018

In witness thereof: Susan K Coleman _____
Notary Date 01/16/2018



I CERTIFY THAT I, THE UNDERSIGNED, AM THE OWNER OF PROPERTY LOCATED AT

471 Podlin / 1055 Sesame _____
(Address of Property to be improved)

AND AUTHORIZE THE ASSIGNED ABOVE TO APPLY FOR PARTICIPATION IN THIS PROGRAM.

Signature of Owner Date _____

Print Name Date _____

Please call the Village of Bensenville, Community and Economic Development to make an appointment to discuss your completed application.

COOK COUNTY ASSESSOR
JOSEPH BERRIOS



COOK COUNTY ASSESSOR'S OFFICE
118 NORTH CLARK STREET, CHICAGO, IL 60602
PHONE: 312.443.7550 FAX: 312.603.6584
WWW.COOKCOUNTYASSESSOR.COM

CLASS 6B
ELIGIBILITY APPLICATION

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department (312) 603-7529. This application, **a filing fee of \$500.00**, and supporting documentation (*except drawings and surveys*) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information

Name: DSP Acquisitions LLC or its Assignee Telephone: (312) 322-0704
Address: 350 West Hubbard Street, Suite 222
City: Chicago State: IL Zip Code: 60654

Contact Person (if different than the Applicant)

Name: Howard Wedren Telephone: (312) 322-0704
Address: 350 West Hubbard Street, Suite 222
City: Chicago State: IL Zip Code: 60654
Email: Howard@daytonstreetllc.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street Address: (1) 491 Podlin Drive
Permanent Real Estate Index Number: 12-19-100-115-0000
(2) 495 Podlin Drive
Permanent Real Estate Index Number: 12-19-100-116-0000
(3) 1055 Sesame Street
Permanent Real Estate Index Number: 12-19-100-091-0000
City: Bensenville State: IL Zip Code: 60131
Township: Leyden Existing Class: 5-93; 1-90

Attach legal description, site dimensions and square footage and building dimensions and square footage.

Identification of Person Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (*including all beneficial owners of a land trust*) identified by names and addresses, and the nature and extent of their interest.

Industrial Use

Attach a detail description of the precise nature and extent of the intended use of the subject property, specifying in the case of the multiple uses the relative percentages of each use.

Include copies of materials, which explain the occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Nature of Development

Indicate nature of proposed development by checking the appropriate space:

- ☒ New Construction (**Read and Complete Section A**)
- ☐ Substantial Rehabilitation (**Read and Complete Section A**)
Incentive only applied to the market value attributable to the rehabilitation
- ☐ Occupation of Abandoned Property - No Special Circumstance
(Read and Complete Section B)
- ☐ Occupation of Abandoned Property - With Special Circumstance
(Read and Complete Section C)
- ☐ Occupation of Abandoned Property - (**TEERM Supplemental Application**)
(Read and Complete Section C)

SECTION A (NEW CONSTRUCTION/SUBSTANTIAL REHABILITATION)

If the proposed development consists of *New Construction* or *Substantial Rehabilitation*, provide the following information:

Estimated date of construction commencement (*excluding demolition, if any*): As soon as possible

Estimated date of construction completion: As soon as possible

Attach copies of the following:

1. Specific description of the proposed *New Construction* or *Substantial Rehabilitation*
2. Current Plat of Survey for subject property
3. 1st floor plan or schematic drawings
4. Building permits, wrecking permits and occupancy permits (*including date of issuance*)
5. Complete description of the cost and extent of the *Substantial Rehabilitation* or *New Construction* (*including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc*)

SECTION B (ABANDONED PROPERTY WITH NO SPECIAL CIRCUMSTANCE)

If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

[] YES [] NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and the duration of vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of such vacancy

2. Application must be made to the Assessor prior to occupation:

Estimated date of reoccupation: _____
Date of Purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

SECTION C (SPECIAL CIRCUMSTANCES)

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was a **purchase for value**, but the period of **abandonment prior to purchase was less than 24 months**, complete section (1).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application 24 continuous months or greater**, complete section (2).

If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the Incentive where there was **no purchase for value**, but the period of **abandonment prior to the application was greater than 12 continuous months and less than 24 continuous month**, complete section (2) and the **TEERM Supplemental Application**.

1. How long was the period of abandonment prior to the purchase for value? _____

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. *Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for less than 24-month abandonment period.*

Application must be made to the Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of Reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale Contract
- (b) Closing Statement
- (c) Recorded Deed
- (d) Assignment of Beneficial Interest
- (e) Real Estate Transfer Declaration

2. How long has the subject property been unused?

- ☐ 24 or greater continuous months (*Eligible for Special Circumstance*)
- ☐ 12 continuous months but less than 24 continuous months (*Eligible for Special Circumstance under TEERM*) - **Complete TEERM Supplemental Application**
- ☐ Less than 12 continuous months (*Not Eligible for Special Circumstance*)

When and by whom was the subject property last occupied prior to the filing of this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and the duration of the vacancy and abandonment
- (b) Information (*such as statements of utility companies*) which demonstrate that the property was vacant and unused and indicate duration of vacancy
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution from the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to the commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

TEERM SUPPLEMENTAL APPLICATION

(This form will ONLY be utilized for applicants who specifically elect for TEERM)

This supplemental eligibility application is for properties that have been abandoned (due to special circumstances) for at least 12 continuous months and less than 24 continuous months with no purchase taking place.

*Under the **TEERM** Program, qualifying industrial real estate would be eligible for the Class 6B level of assessment from the date of substantial re-occupancy of the abandoned property. Properties receiving Class 6B will be assessed at 10% of market value for the first 10 years, 15% in the 11th year and 20% in the 12th year. **The terms of this program are Not Renewable.***

No applications will be taken after November 30, 2018.

I _____ applicant/representative hereby specifically elect to submit this **Supplemental Application** for the **TEERM** program.

Further affiant sayeth not.

Agent's Signature

Agent's Name & Title

Agent's Mailing Address

Agent's Telephone Number

Applicant's Name

Applicant's Mailing Address

Applicant's e-mail address

Subscribed and sworn before me this _____ day of _____, 20 _____

Signature of Notary Public

EMPLOYMENT OPPORTUNITIES

How many construction jobs will be created as a result of this development? at least 100

How many new permanent full-time and part-time employees do you now employ in Cook County?

Full-time: N/A

Part-time: N/A

How many new permanent full-time jobs will be created as a result of this proposed development?

100

How many new permanent full-time jobs will be created as a result of this proposed development?

100

LOCAL APPROVAL

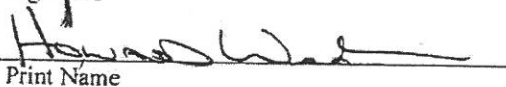
A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application. The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B Application and that it finds Class 6B necessary for development to occur on the subject property. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead. If the applicant is seeking to apply based on the reoccupation of abandoned property and will be seeking a finding of "special circumstances" from the municipality, in addition to obtaining a letter from the municipality confirming that a resolution or ordinance supporting the incentive has been requested, the applicant must file a letter from the County Board confirming that a resolution validating a municipal finding of special circumstances has been requested. If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B incentive, whether or not construction has begun. In all circumstances, the resolution must be submitted by the time the applicant files an "Incentive Appeal".

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.


Signature

1/16/2018

Date


Print Name

Managing Principal

Title

10/4/13

INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

Howard Wedren

as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (*circle as appropriate*) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:

☒ Class 6B ☐ Class 8 (*Industrial property*) ☐ Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division 1 and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (*the "Ordinance"*), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (*check as appropriate*):

☐ Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

☒ Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

350 W. Hubbard Street, Suit 222, Chicago, IL 60654

Agent's Mailing Address

DSP Acquisitions LLC or its Assignee

Applicant's Name

howard@daytonstreetllc.com

Applicant's e-mail address

Howard Wedren- Managing Principal

Agent's Name & Title

312-322-0704

Agent's Telephone Number

350 W. Hubbard Street, Suit 222, Chicago, IL 60654

Applicant's Mailing Address

Subscribed and sworn before me this 16th day of January, 20 18

Susan K Coleman
Signature of Notary Public

(Please type or Print)

12-19-100-016-0000

491 Podlin Dr., Bensenville, IL

Need for Cook County 6b Tax Incentive

Given the significant property tax consequences on industrial properties in Cook County, as compared to neighboring counties, the Applicant would be unable to take on the risk involved in building an industrial building in Cook County without the 6b Tax Incentive. But for the Cook County 6b Tax Incentive the Applicant would be financial unable to take on the risk of investing such a large quantity of capital into the proposed project.

Basic Site Information

1055 Sesame Street / 491 Podlin, Bensenville, IL 60131

The total land area of the subject property is approximately 294,037 square feet. The property is currently occupied but the tenant is moving out upon sale.

Applicant plans to construct a Class A, 116,294 square foot industrial building. The approximately 32' tall (internal clearance) building will contain 24 exterior docks, 2 drive in doors, and 106 car parking lot. Please see the substantial rehabilitation section for additional information on the construction of the new building.

The subject property is located within the Village of Bensenville zoning classification of I-4, General Industry District. The proposed use for the facility, light industrial use ranging from light manufacturing/warehousing and/or distribution, are permitted uses under the Village of Bensenville's zoning regulations. The design specifications of the building will be filed with the Village of Bensenville upon completion. Conceptual renderings of the project are attached.

The legal description, site plan, aerial, and tax history of the subject property are attached hereto:

EXHIBIT A

Legal Description of the Land

THAT PART OF NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FRANKLIN AVENUE WITH A LINE AT 500 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID SECTION: THENCE SOUTH ALONG SAID PARALLEL LINE 1496.53 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE EAST ALONG A LINE WHICH INTERSECTS THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT A POINT 1185.10 FEET SOUTH (AS MEASURED ALONG SAID WEST RIGHT OF WAY LINE) OF THE SAID CENTER LINE OF FRANKLIN AVENUE A DISTANCE OF 503.05 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 294.60 FEET; THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO LAST DESCRIBED LINE 502.90 FEET TO A POINT ON THE FIRST DESCRIBED PARALLEL LINE; THENCE SOUTH 309.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Legal Description

PARCEL 1:

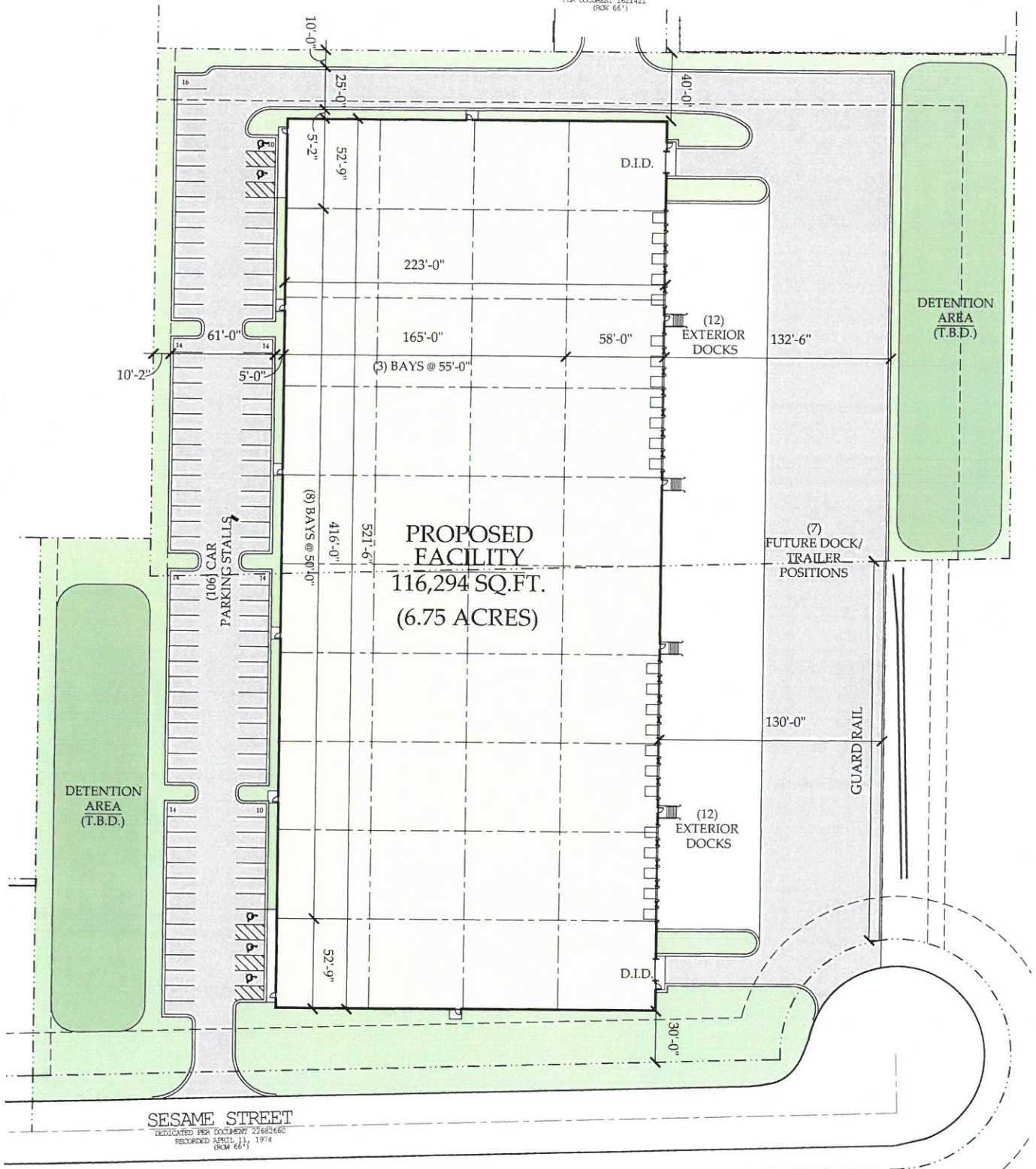
LOT 3 IN HAWTHORN CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1974 AS DOCUMENT 22682660, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS RECORDED DECEMBER 26, 1978 AS DOCUMENT 24778114 FOR COMMONUSAGE FOR RAILROAD SIDE TRACKS AND STORM WATER DETENTION PURPOSES AND INGRESS AND EGRESS TO MAINTAIN SAME OVER LOT 5 IN AFORESAID SUBDIVISION.

PODLIN DRIVE

ADDRESS/ADDRESS RANGEMENT
PER DOCUMENT 1621421
(ROW 66')



DATA:

SITE AREA: 294,037 SQ.FT.
6.75 ACRES

BUILDING AREA (GROSS): 116,294 SQ.FT.

EXTERIOR DOCKS: 24 DOCKS

DRIVE-IN-DOORS: 2 DOORS

FUTURE DOCK/TRAILER POSITIONS: 7 POSITIONS

CAR PARKING: 106 CARS

CLEAR HEIGHT: 32 FEET

F.A.R.: .30



PROPOSED FACILITY

1055-1065 SESAME STREET --- BENSENVILLE, ILLINOIS

JANUARY 3, 2018 #17022

DSP

DAYTON STREET
PARTNERS

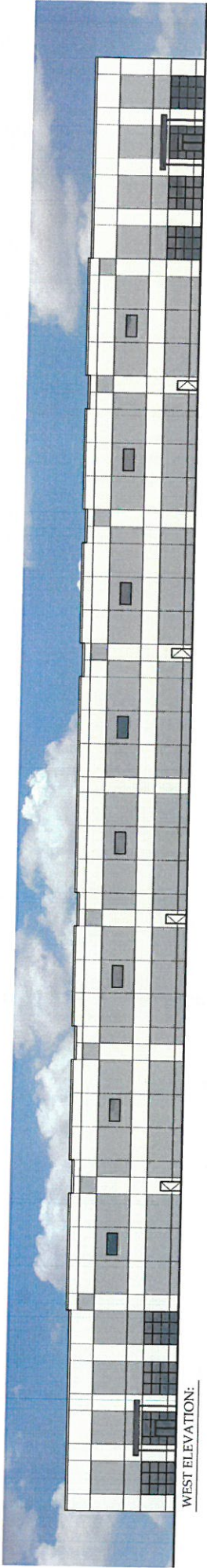
ARCO
MURRAY

DESIGN BUILD

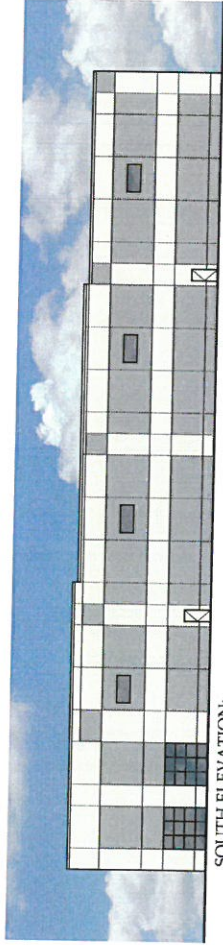
©CORNERSTONE ARCHITECTS LTD. 2018



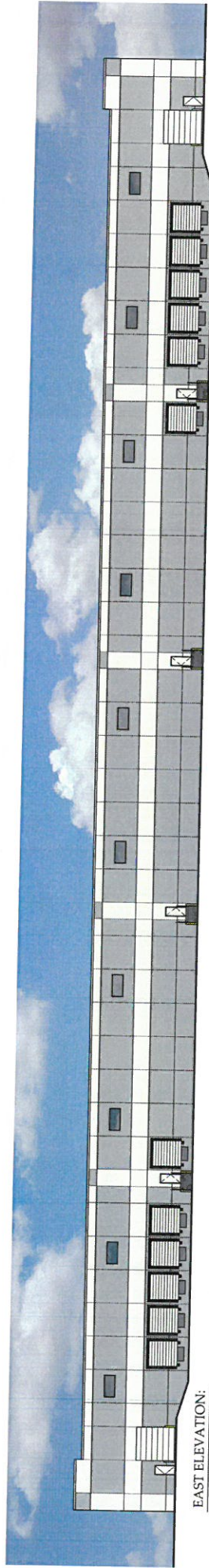
Cornerstone
Architects Ltd.



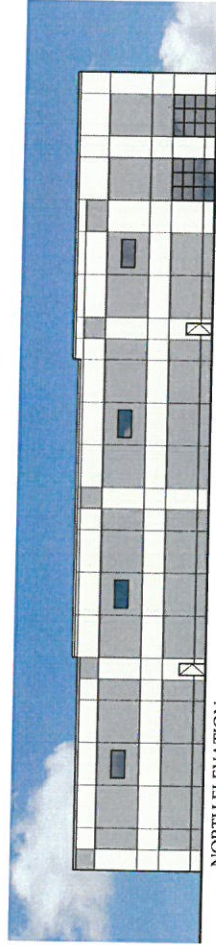
WEST ELEVATION:



SOUTH ELEVATION:



EAST ELEVATION:



NORTH ELEVATION:

ELEVATIONS: 
SCALE: 1/16" = 1'-0" 0 8 16 32 FEET

PROPOSED FACILITY

1055-1065 SESAME STREET - BENSENVILLE, ILLINOIS



DAYTON STREET
PARTNERS

ARCO
MURRAY

DESIGN BUILD

© CORNERSTONE ARCHITECTS LTD. 2017



DECEMBER 20, 2017 #17022





PLAT OF TOPGRAPHIC SURVEY CLASSIC SHEET METAL, BENSENVILLE, ILLINOIS

PARCEL 1:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FRANKLIN AVENUE WITH A LINE 500 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 1496.53 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE EAST ALONG A LINE WHICH INTERSECTS THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT A POINT 1185.10 FEET SOUTH (AS MEASURED ALONG SAID WEST RIGHT-OF-WAY LINE) OF THE SAID CENTER LINE OF FRANKLIN AVENUE, A DISTANCE OF 501.95 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 254.60 FEET, THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO LAST DESCRIBED LINE 502.90 FEET TO A POINT ON THE FIRST DESCRIBED PARALLEL LINE, THENCE SOUTH 309.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

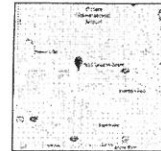
PARCEL 2:

LOT 3 IN HAWTHORN CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER, 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1974 AS DOCUMENT 22682660, IN COOK COUNTY, ILLINOIS.

PARCEL 3: (NOT SHOWN)

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS RECORDED DECEMBER 26, 1978 AS DOCUMENT 24778114 FOR COMMON USAGE FOR RAILROAD SIDE TRACKS AND STORM WATER DETENTION PURPOSES AND INGRESS AND EGRESS TO MAINTAIN SAME OVER LOT 3 IN AFORESAID SUBDIVISION.

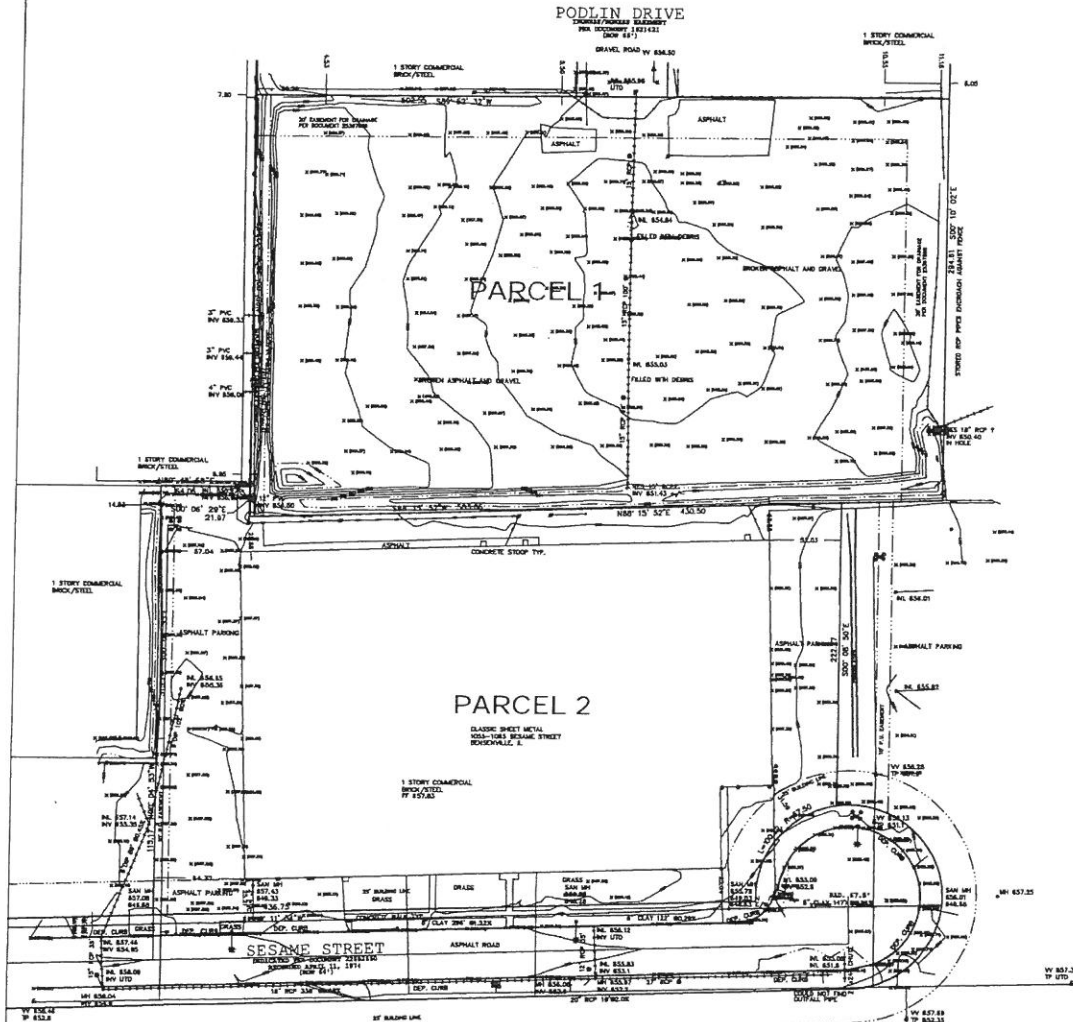
NORTH
SCALE
1" = 30'



VICINITY MAP
SESAME STREET
BENSENVILLE, IL 60106
P.I.N. 12-19-100-115
P.I.N. 12-19-100-116
P.I.N. 12-19-100-091

LEGEND

- = PROPERTY LINE
- = CURB & GUTTER
- = DEPRESSION CURB
- = STORM MANHOLE
- = INLET
- = CATCH BASIN
- = SANITARY MANHOLE
- = FIRE HYDRANT
- = VALVE VAULT
- = VALVE BOX
- = POWER POLE
- = GUY WIRE
- = TRANSFORMER
- = PHONE PEDESTAL
- = IRT MANHOLE
- = CE MANHOLE
- = HAND HOLE
- = GAS LINE
- = COMED LINE
- = ATT. LINE
- = LIGHT POLE
- = SOLLARD
- = SIGN
- = FOUND PK
- = FOUND IRON ROD
- = FOUND IRON PIPE
- = SET IRON PIPE



FLOOD CERTIFICATE

IT IS HEREBY CERTIFIED THAT BASED UPON THE INFORMATION OF THE SURVEYOR AND THE RECORDS OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, THAT THE AREA SHOWN ON THIS PLAT IS NOT SUBJECT TO FLOODING BY THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY, AND THAT THE AREA IS NOT SUBJECT TO FLOODING BY ANY OTHER SOURCE.

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Illinois, do hereby certify that the foregoing is a true and correct copy of the original survey, and that the same has been filed in my office for the purpose of being a part of the public records.

WITNESSED BY ME, the undersigned, on this 12th day of December, A.D. 2011.

BECHMARKS (HARD 00)
MEH181 NOS - 6561.1" 3.5" BRASS DISK IN THE NW1/4 OF THE CONCRETE HEADWALL ON SOUTH SIDE GRAND AVENUE, 0.7 MILE WEST OF COOK-OUTSIDE COUNTY LINE (LAT. PROSPECT ROAD)
BM1 - "XXXX" TAG BOLT ON FIRE HYDRANT LOCATED AT THE
BM2 - "XXXX" TAG BOLT ON FIRE HYDRANT LOCATED AT THE
BM3 - "XXXX" TAG BOLT ON FIRE HYDRANT LOCATED AT THE

REVISIONS	DATE	DESCRIPTION
1	12/14/2011	ISSUED FOR PERMIT
2	12/14/2011	ISSUED FOR RECORD

SURVEY SERVICES
24163 N. RIVERVIEW DR.
CARY, ILLINOIS 60013
(847) 462-9630
FAX (847) 462-9631

WITNESSED BY ME, the undersigned, on this 12th day of December, A.D. 2011.

1055 Sesame St./ 491 Podlin Dr.
Bensenville, Illinois 60131
(PIN: 12-19-100-091-0000; 12-19-100-115/-016)

Tax Year	Market Value	Assessment Level	Assessed Value	Multiplier	Tax Rate	Taxes
2014	\$4,243,724	22.0807%	\$937,044	2.7253	12.328%	\$314,823
2015	\$4,243,724	22.0807%	\$937,044	2.6685	12.727%	\$318,239
2016	\$4,031,014	22.0807%	\$890,076	2.8032	11.514%	\$287,281
2017	\$4,031,014	22.0807%	\$890,076	2.8032	11.514%	\$287,281

Village of Bensenville - 6B Fiscal Impact Analysis (Income Approach)

Tax Year	Estimated Market Value	Estimated Tax Rate	2016 Multiplier	Planned Building Size	Estimated Tax Without the Class 6B (New Building)	Per SF	Estimated Tax with Class 6B (New Building)	AV level	Per SF	Estimated Taxes if the property is vacant
- 2018	\$4,031,030	11.778%	2.8032	0	\$332,722	\$ -	\$293,869	22.0807%	n/a	\$104,833
1 2019	\$6,688,068	11.778%	2.8032	116,294	\$552,035	\$ 4.75	\$220,814	10%	\$ 1.90	\$121,654
2 2020	\$6,821,829	11.778%	2.8032	116,294	\$563,075	\$ 4.84	\$225,230	10%	\$ 1.94	\$121,654
3 2021	\$6,958,266	11.778%	2.8032	116,294	\$574,337	\$ 4.94	\$229,735	10%	\$ 1.98	\$121,654
4 2022	\$7,097,431	11.778%	2.8032	116,294	\$585,824	\$ 5.04	\$234,329	10%	\$ 2.01	\$121,654
5 2023	\$7,239,380	11.778%	2.8032	116,294	\$597,540	\$ 5.14	\$239,016	10%	\$ 2.06	\$121,654
6 2024	\$7,384,167	11.778%	2.8032	116,294	\$609,491	\$ 5.24	\$243,796	10%	\$ 2.10	\$121,654
7 2025	\$7,531,851	11.778%	2.8032	116,294	\$621,681	\$ 5.35	\$248,672	10%	\$ 2.14	\$121,654
8 2026	\$7,682,488	11.778%	2.8032	116,294	\$634,114	\$ 5.45	\$253,646	10%	\$ 2.18	\$121,654
9 2027	\$7,836,138	11.778%	2.8032	116,294	\$646,797	\$ 5.56	\$258,719	10%	\$ 2.22	\$121,654
10 2028	\$7,992,860	11.778%	2.8032	116,294	\$659,732	\$ 5.67	\$263,893	10%	\$ 2.27	\$121,654
11 2029	\$8,152,718	11.778%	2.8032	116,294	\$672,927	\$ 5.79	\$403,756	15%	\$ 3.47	\$121,654
12 2030	\$8,315,772	11.778%	2.8032	116,294	\$686,386	\$ 5.90	\$549,109	20%	\$ 4.72	\$121,654
Totals					\$5,128,668		\$2,460,606.76			\$1,564,681

Increase in taxes with 6b over Vacant Property \$895,926

2019 AV Level = Beginning in 2019, the property is assumed to be 100% occupied and, therefore, its 6b tax incentive may be fully activated.

2019 -2030 Estimated Market Value = This total is based upon projected net rental income of \$7.35 psf that will increase annually by 2%.

Estimated Tax Rate = Based on the 2016 tax rate.

Estimated Multiplier = Based on the 2016 multiplier.

Estimated Taxes if the property remains vacant = Based on the 2016 Land AV, Improvement Valuation based on Income, and 100% Vacancy

Please note this is a speculative estimation and should be treated as such. This analysis does not take fluctuations in tax rates, multipliers or other changes in tax condition into account.

Village of Bensenville - 6B Fiscal Impact Analysis (Cost Approach)

Tax Year	Estimated Market Value	Estimated Tax Rate	2016 Multiplier	Planned Building Size	Estimated Tax Without the Class 6B (New Building)	Per SF	Estimated Tax with Class 6B (New Building)	AV level	Per SF	Estimated Taxes if the property is vacant
-	2018	\$3,560,312	11.778%	2.8032	0	\$ -	\$259,553	22.0807%	n/a	\$104,833
1	2019	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
2	2020	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
3	2021	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
4	2022	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
5	2023	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
6	2024	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
7	2025	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
8	2026	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
9	2027	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
10	2028	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
11	2029	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$368,962	10%	\$ 3.17	\$154,279
12	2030	\$11,175,211	11.778%	2.8032	116,294	\$ 7.93	\$553,443	15%	\$ 4.76	\$154,279
Totals					\$7,379,235	\$ 7.93	\$737,924	20%	\$ 6.35	\$154,279
							\$3,505,136.79			\$1,956,181

Increase in taxes with 6b over Vacant Property \$1,548,956

2019 AV Level = Beginning in 2019, the property is assumed to be 100% occupied and, therefore, its 6b tax incentive may be fully activated.

2019 -2030 Estimated Market Value = This total is based upon \$6,175,211 in projected hard construction costs and \$5,000,000 in projected land costs.

Estimated Tax Rate = Based on the 2016 tax rate.

Estimated Multiplier = Based on the 2016 multiplier.

Estimated Taxes if the property remains vacant = Based on the 2016 Land AV, Improvement Valuation based on Cost, and 100% Vacancy

Please note this is a speculative estimation and should be treated as such. This analysis does not take fluctuations in tax rates, multipliers or other changes in tax condition into account.

New Construction of the Site

Dayton Street Acquisitions or its assignee (collectively, the "Applicant") plans to purchase the property located at 1055 Sesame Street / 491 Podlin Dr., Bensenville, Illinois 60131 (PIN: 12-19-100-091-0000; 12-19-100-115/-116).

The subject property currently consists of three separate parcels two of which are vacant land, and the third contains an approximately 90,000 square foot 42 year old Class B industrial building. The total site area is 294,037 square feet.

The Applicant plans to invest a substantial amount of capital to improve the property. The Applicant expects to spend approximately \$6,175,211 before any tenant improvements in improving the property. When completed, the anticipated 116,294 square foot Class A industrial building will have 24 exterior docks, 2 drive-in-doors, a clear height of 32 feet, and an additional 106 car parking lot. See the attached site plan for a breakdown of the expected costs included in the project.

The Applicant expects this development will create at least 100 construction related jobs. The Applicant expects the final development will create approximately 100 new full-time jobs.

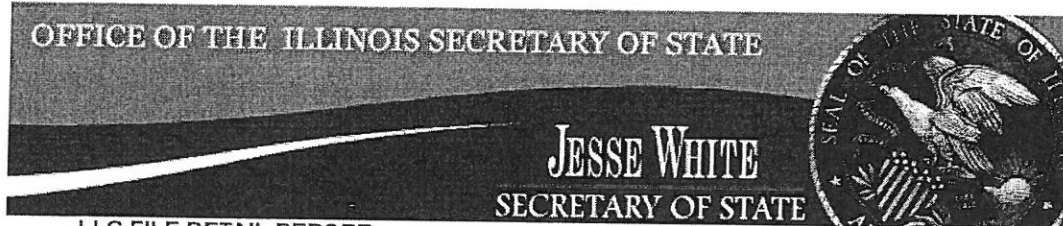
BENSENVILLE ESTIMATE PROGRESSION:

	GMA Site Plan	GMA Site Plan
	Proposal to DSP	Proposal to DSP
Date Proposal Provided	11/27/2017	1/2/2018
Square Footage	114,142	116,294
Total Contract (Proposed vs. Leveled)		
Due Dilligence	\$36,000	\$36,000
Site Improvements	\$916,306	\$931,574
Shell Building	\$3,163,423	\$3,216,135
Shell Building Improvements	\$368,387	\$374,525
Demising Wall	\$50,480	\$50,480
Office Entrance Features Allowance	\$150,000	\$150,000
Landscaping Included	\$75,000	\$75,000
Demolition	\$359,557	\$359,557
Two Additional Dock Positions	\$15,754	\$15,754
Site Utility Abandonment Allowance	\$25,000	\$25,000
Relocation of Drainage Swale Allowance	\$190,000	\$229,593
Haul on Topsoil Allowance	\$30,000	\$30,000
Retaining Walls Allowance	\$100,000	\$0
Permit Fee Allowance	\$98,920	\$98,920
3rd Party Testing	\$40,000	\$40,000
Clerestory Windows	\$23,487	\$23,487
Extend Sanitary to the Dock Side	\$12,510	\$12,510
Floor Densifier	\$19,289	\$19,629
Provide Dock Lights and Outlets (12)	\$6,971	\$6,971
Provide 1600A switchgear with 800A service	\$12,675	\$12,675
Geotechnical Premiums	\$200,000	\$298,460
Design Fees	\$159,811	\$162,800
Builders Risk	\$7,500	\$6,140
TOTAL COSTS ACCOUNTED FOR IN PROPOSAL	\$6,061,070	\$6,175,211
\$/SF	\$53.10	\$53.10

Ownership

Applicant: DSP Acquisitions LLC or its Assignee (collectively, the “Applicant”) plans to purchase the property located at 1055 Sesame Street / 491 Podlin Drive, Bensenville, Illinois 60007 (PINs: 12-19-100-091-0000; 12-19-100-115/-116).

Owner: Howard Wedren (100% Ownership)
350 West Hubbard Street
Chicago, Illinois 60654



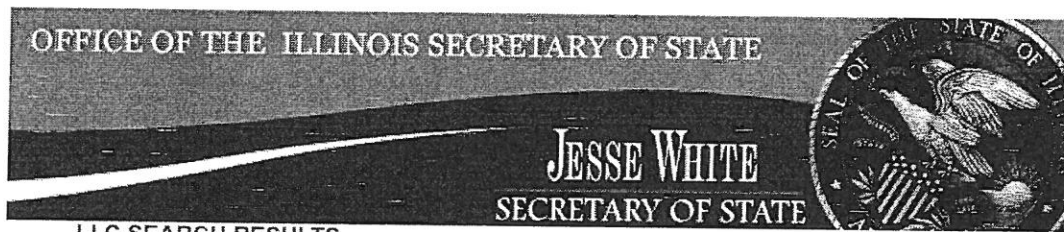
LLC FILE DETAIL REPORT

File Number	05514754		
Entity Name	DSP ACQUISITIONS LLC		
Status	ACTIVE	On	12/11/2017
Entity Type	LLC	Type of LLC	Domestic
File Date	12/04/2015	Jurisdiction	IL
Agent Name	LAWRENCE J FELLER	Agent Change Date	12/04/2015
Agent Street Address	500 W MADISON ST STE 3700	Principal Office	350 W HUBBARD ST STE 222 CHICAGO, IL 606540000
Agent City	CHICAGO	Managers	View
Agent Zip	60661	Duration	PERPETUAL
Annual Report Filing Date	12/11/2017	For Year	2017
Series Name	NOT AUTHORIZED TO ESTABLISH SERIES		

[Return to the Search Screen](#)
[Purchase Certificate of Good Standing](#)
 (One Certificate per Transaction)

OTHER SERVICES

[File Annual Report](#)
[Adopting Assumed Name](#)
[Articles of Amendment Effecting A Name Change](#)
[Change of Registered Agent and/or Registered Office Address](#)
[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



LLC SEARCH RESULTS

Search Criteria: **DSP ACQUISITIONS LLC**

Entity Type File Number LLC Name

LLC MST 05514754 [DSP ACQUISITIONS LLC](#)

[Return to the Search Screen](#)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)

**PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND DSP ACQUISITIONS, LLC
(1055 SESAME STREET)**

THIS PROPERTY TAX ASSESSMENT CLASSIFICATION AGREEMENT (“**Agreement**”) is made this ____ day of February, 2018 (“**Execution Date**”), by and between the **Village of Bensenville**, an Illinois municipal corporation (“**Village**”), and **DSP Acquisitions, LLC**, an Illinois limited liability corporation (“**Owner**”).

RECITALS

WHEREAS, the President and Board of Commissioners of the County of Cook have prior hereto enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (“**Classification Ordinance**”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, the Owner is the owner of real property generally located at 491 Podlin Drive, 495 Podlin Drive and 1055 Sesame Street, Bensenville, Illinois, and as legally described on Exhibit A (“**Property**”); and

WHEREAS, Owner petitioned the Village for a resolution of support and consent for a Cook County Class 6B Real Estate Tax Assessment Classification, as said term is defined in the Classification Ordinance, (“**Cook County Class 6B Real Estate Tax Assessment Classification**”) for the Property with said resolution stating that the Cook County Class 6B Real Estate Tax Assessment Classification is necessary for development to occur on the Property; and

WHEREAS, the adoption of a resolution by the Village is required and must be filed by Owner with the County of Cook application in order for the Property to secure said Cook County Class 6B Tax Real Estate Assessment Classification; and

WHEREAS, Owner shall develop the Property with an approximately 116,294 square foot Class A industrial building that will contain up to 24 exterior docks and 2 drive-in doors as well as an approximately 106 car parking lot (the “**Building**”) in compliance with all Village ordinances, regulations, codes, orders or laws, as depicted on Exhibit B (the “**Site Plan**”) and at a total estimated cost over \$6,000,000.00 (the “**Project**”); and

WHEREAS, without the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, the Project would not reasonably be anticipated to proceed; and

WHEREAS, although the speculative nature of the Project, Owner has additionally provided a good faith estimate to the Village that lessees of the Project will employ approximately 50 full-time employees at the Property; and

WHEREAS, in order to induce the Village to adopt the aforesaid resolution, Owner and Village desire to enter into this Agreement and to be bound by terms and conditions as more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Village and Owner agree as follows:

Section 1. Incorporation. The representation and recitations hereinabove set forth in the recitals are hereby incorporated into this Agreement as if fully stated herein.

Section 2. Term of Agreement. The term of this Agreement and the obligations of Village and Owner hereunder shall commence upon the Execution Date and shall expire upon the expiration of the Cook County Class 6B Real Estate Tax Assessment Classification for the Property or the termination of this Agreement pursuant to Section 6 hereof, whichever occurs first (“**Term**”).

Section 3. Covenants of the Village. In return for the representations and covenants of the Owner, all as contained herein, the Village covenants with and to the Owner as follows:

- a. Village shall approve a resolution setting forth its consent and support of Owner’s activation of the Cook County Class 6B Tax Real Estate Assessment Classification for the Property, which will take effect upon execution of this Agreement (the “**Resolution**”), a copy of which is attached hereto, as Exhibit C. During the Term and except as provided herein, the Village shall not take any action to revoke, rescind or otherwise dispute the Cook County Class 6B Tax Real Estate Assessment Classification for the Property.
- b. Village shall have no obligation to issue the Resolution to Owner until Owner has caused this Agreement to be recorded as contemplated under Section 8(f) herein.

Section 4. Covenants of the Owner. In return for the representations and covenants of the Village, all as contained herein, the Owner, and its successors or assigns, covenants with and to the Village as follows:

- a. Owner shall pay or cause to be paid when due all real estate property taxes relating to the Property or the operations on the Property, which are assessed or imposed upon the Property, or which become due and payable. Owner shall have

the right to challenge real estate property taxes applicable to the Property; provided, that such real estate property taxes must be paid in full when due. The Owner may appeal the real estate tax assessment/valuation of the Property under the following circumstances:

1. A factual error in the Property's assessed value or records by the Cook County Assessor;
2. Vacancy of twenty-five percent (25%) or greater during a particular assessment year;
3. The Owner may file a real estate tax assessment/valuation appeal from such time as the purchaser first takes title to the Property through and including the final level of appeal for the year in which the Property is first fully assessed as fully occupied and the Cook County Class 6B Tax Real Estate Assessment Classification for the Property is activated.
4. During a "*Real Estate Downturn*," which is defined as any assessment year during which the total current cumulative assessed value of at least 4 comparable Class-A industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale (the "*Current Cumulative Comparables' Assessed Value*"), has decreased (or is likely to decrease as a result of appeals/refunds for a particular year) by an amount that is ten percent (10%) or more when compared to the foregoing comparable properties' total cumulative assessed value in the year in which the Property's Cook County Class 6B Tax Real Estate Assessment Classification was activated (the "*Initial Cumulative Comparables' Assessed Value*"). Nothing contained herein shall prohibit the Owner from appealing and reducing the Property's assessed value by a percentage that exceeds the percentage decrease in the Current Cumulative Comparables' Assessed Value as compared to the Initial Cumulative Comparables' Assessed Value during such time.
5. The Owner may file a real estate tax assessment/valuation appeal if in a particular assessment year, the market value or assessed value of 4 comparable Class-A Industrial properties (including such characteristics as comparable ages and physical features) located in Elk Grove Village, Rosemont, Des Plaines, Mount Prospect, Bensenville, Itasca or Wood Dale on a building area per square foot basis indicates that the Subject Property's market value or assessed value on a building area per square foot basis is 10% or more overvalued (i.e., the value of the comparable properties

indicate an assessment reduction of 10% or more in the Property's assessed value is warranted). Nothing contained herein shall prohibit the owner from appealing and reducing the Subject Property's assessed value by a percentage that exceeds such 10% threshold.

- b. Owner shall develop the Property and cause the Project to be constructed in a first class manner and substantially in accordance with this Agreement, the Site Plan, and any and all federal, state and local laws, ordinances, rules, regulations, orders, codes and ordinances applicable to the Property, the Project and/or the Owner.
- c. SPECIAL SERVICE AREA: Owner has been advised of, and covenants and agrees, subject to the limitation below, to waive any and all rights to object to or oppose the inclusion of Property Index Numbers (PINs) 12-19-100-115-0000 and 12-19-100-116-0000 in the proposed special service area under the Village's Strategic Plan, and the Village agrees that Property Index Number 12-19-100-091-0000 shall not be included in the proposed special service area under the Village's Strategic Plan. Owner reserves its right to object to the establishment of the special service area only in the event the proposed special service area (a) includes public improvements other than the improvement and maintenance of Podlin Drive; and (b) does not include all commonly owned lots adjacent to Podlin Drive south of Franklin Street.

Section 5. Event of Default.

- a. The following shall constitute an event of default ("**Event of Default**") by the Owner hereunder:
 - i. The failure of the Owner to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Owner under this Agreement;
 - ii. The making or furnishing by the Owner to the Village of any representation, warranty, certificate, or report within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
 - iii. The filing by Owner of any petitions or proceedings under applicable state or federal bankruptcy or insolvency law or statute which petition or proceeding has not been dismissed or stayed;
 - iv. The initiation against Owner by any creditor of an involuntary petition or proceeding under any state or federal bankruptcy or insolvency law or statute, which petition or proceeding is not dismissed or stayed within forty-five (45) days after the date of filing; and

- v. The violation or breach by Owner of any law, statute, rule or regulation of a governmental or administrative entity relating to the operation of the Property.
- b. The following shall constitute an Event of Default by the Village hereunder:
 - i. The failure of the Village to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Village under this Agreement.

Section 6. Remedies. Except as otherwise set forth herein, upon an Event of Default by either party, or any successor, the defaulting or breaching party (or successor) shall, upon written notice from the other party specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default or breach (“**Cure Period**”). Provided if Owner commences to cure such breach and is diligently and in good faith attempting to cure such breach, the Cure Period shall be extended for one (1) additional ninety (90) day period. In case the Event of Default shall not be cured or remedied prior to the end of the Cure Period, the remedy to the aggrieved party shall, in addition to any other remedies provided for in this Agreement, be as set forth below:

- a. In the Event of Default by the Owner, and after the expiration of all applicable cure periods, the Village shall have the following rights and remedies:
 - i. Village shall have the following rights and remedies, in addition to any other remedies provided in this Agreement: (A) to terminate this Agreement and the Cook County Class 6B Real Estate Tax Assessment Classification on the Property; and (B) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, any available remedy, including but not limited to injunctive relief or the specific performance of the obligations contained herein. Notwithstanding the foregoing and absent fraud by the Owner, the Village shall not have the right to recover any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property for property tax years occurring prior to the Event of Default.
 - ii. Within five (5) business days of written demand from Village (the “**Demand Notice**”), Owner covenants that it shall file all requisite documentation with the Cook County Assessor’s Office relinquishing and/or voiding the Cook County Class 6B Real Estate Tax Assessment Classification for the Property and shall concurrently provide the Village with written notice of relinquishment together with all relevant documentation. Owner’s covenants and obligations under this Section 6 shall survive the termination or expiration of the Agreement. If Owner

fails to comply with any written demand provided pursuant to this Section 6(a)(ii), Village, in addition to any and all other remedies, shall have the right to secure the specific performance of the obligation hereunder, and the right to recover the aggregate of any property tax savings the Owner received as a result of the Cook County Class 6B Real Estate Tax Assessment Classification on the Property occurring after the issuance of the Demand Notice.

- b. Upon the occurrence of an Event of Default by the Village, and after the expiration of all applicable cure periods, the Owner shall have the following as its sole and exclusive rights and remedies: (i) to pursue and secure, in any court of competent jurisdiction by any action or proceeding at law or in equity, injunctive relief or the specific performance of the obligations contained herein.
- c. Unless otherwise provided, the rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy.

Section 7. Assignment.

As long as there exists no uncured Event of Default, Owner shall be permitted to sell, assign, transfer or otherwise dispose of its interests under this Agreement and its interests in the Property. Prior to exercising rights hereunder, any such proposed transferee or assignee under this Section shall expressly assume all of the obligations of Owner under this Agreement and shall agree to be subject to all the conditions and restrictions to which Owner is subject. Any assignment or transfer in violation of this Section shall not relieve Owner or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein. Prior to Owner exercising any right hereunder, Owner may request in writing from the Village a letter certifying that this Agreement is in full force and effect and specifying that the Owner is not in default of any term, provision or condition of this Agreement. If Owner is in default of this Agreement, Village shall specify the claimed default and any applicable notice and cure provision. Village shall provide such letter to the Owner and the name and address of any proposed transferee or assignee specified by Owner no later than ten (10) business days after receipt of such request.

Section 8. Miscellaneous.

- a. Each party shall, at the request of the other, execute and/or deliver any further documents and do all acts as each party may reasonably require to carry-out the intent and meaning of this Agreement.
- b. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed by the party making the waiver, and then shall be effective only in the specific instances and for the purpose given.

- c. This Agreement represents the entire Agreement between the Village and the Owner. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
- d. If any section, sub-section, sentence, clause or phrase of this Agreement is for any reason held to be invalid, such decisions or decisions shall not affect the validity of the remaining portions of the Agreement.
- e. Each party warrants to the other that it is authorized to execute, deliver and perform this Agreement and agrees not to raise lack of such authority in any action brought by any party or any third party to this Agreement.
- f. All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Owner and the Village and, hereto, their respective grantees, successors, assigns and legal representatives. A copy of this Agreement shall be recorded against the Property at Owner's sole expense.
- g. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.
- h. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of Cook, Illinois and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of Cook, Illinois and hereby waives any objections each party may have based on improper venue or forum *non conveniens* to the conduct of any proceeding instituted hereunder.
- i. This Agreement may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.
- j. In the event any legal proceeding is commenced for the purpose of interpreting, construing, enforcing or claiming under this Agreement, the parties shall be responsible for their own attorney's fees and costs in such proceeding or any appeal therefrom.

Section 8. Notice.

- a. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below by overnight courier; and such notice shall be effective upon receipt:

If to Village: Village of Bensenville
12 South Center Street
Bensenville, Illinois 6060106
Attention: Village Manager

If to Owner: DSP Acquisitions, LLC
350 West Hubbard Street, Suite 222
Chicago, Illinois 60654
Attention: Howard Wedren

- b. For all purposes of this Agreement, a “business day” shall refer to all Mondays, Tuesdays, Wednesdays, Thursdays and Fridays with the exception of United States and State of Illinois legal holidays.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first hereinabove written.

VILLAGE:

VILLAGE OF BENSENVILLE, an Illinois
municipal corporation

Village President

ATTEST:

Village Clerk

OWNER:

DSP ACQUISITIONS, an Illinois limited liability
corporation

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

EXHIBIT A

Legal Description
(see attached)

PINs

12-19-100-115-0000

12-19-100-016-0000

12-19-100-091-0000

EXHIBIT B

Site Plan
(see attached)

EXHIBIT C

Resolution
(see attached)

RESOLUTION NO.____

**A RESOLUTION SUPPORTING A CLASS 6B REAL ESTATE TAX ASSESSMENT
APPLICATION BY DSP ACQUISITIONS LLC FOR NEW CONSTRUCTION OF AN
INDUSTRIAL FACILITY GENERALLY LOCATED AT 1055 SESAME STREET,
VILLAGE OF BENSENVILLE, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Commissioners of the County of Cook have enacted an ordinance known as the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the “*Classification Ordinance*”), which provides for a tax assessment incentive classification designed to encourage industrial development throughout Cook County by offering a real estate tax incentive for the development of new industrial facilities, the rehabilitation of existing industrial structures and the utilization of abandoned industrial buildings in order to create employment opportunities and expand the tax base; and

WHEREAS, DSP Acquisitions, LLC (the “*Applicant*”) purchased for value certain parcels of industrial property commonly known as 491 Poldin Drive, 495 Poldin Drive and 1055 Sesame Street, Bensenville, Illinois, and hereinafter legally described on Exhibit A, a copy of which is attached hereto and made a part hereof (the “*Property*”); and

WHEREAS, Applicant intends to construct an approximately 116,294 square foot Class A industrial building that will contain up to 24 exterior docks and 2 drive-in doors as well as an approximately 106 car parking lot on the Property, the viability of such being dependent on the granting of a Class 6B Tax Assessment Classification, as said term is defined in the

Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, Applicant has requested that the President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) support and consent to the filing of its application for a Cook County Class 6B Real Estate Tax Assessment Classification for the Property, as said term is defined in the Classification Ordinance (the “*Class 6B Tax Assessment Classification*”); and

WHEREAS, the adoption of a resolution by the Corporate Authorities is required and must be filed by Applicant with its application in order for the Property to obtain a Class 6B Tax Assessment Classification; and

WHEREAS, the Corporate Authorities find that the redevelopment contemplated for the Property will serve the residents of the Village and that without the Class 6B Tax Assessment Classification for the Property it will remain vacant and abandoned and exasperate blight in the area surrounding the Property; and

WHEREAS, to ensure the ongoing viability of the industrial base of the Village, the continuation and expansion of employment opportunities in the Village and to safeguard and further diversify the tax base of the Village, the Corporate Authorities have determined that it is necessary and in the best interests of the Village to approve the application by Applicant for a Class 6B Real Estate Tax Assessment Classification for the Property.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Subject to the conditions set forth in Section 4, the Corporate Authorities support and consent to the filing of an application for a Cook County 6B Tax Assessment Classification for the Property, which is legally described on Exhibit A, and find that without a Class 6B Tax Assessment Classification, the Property will remain vacant and underutilized, which will not only hinder further development efforts in the area surrounding the Property but will thwart the efforts of Applicant to undertake its proposed development within the Village.

Section 3. The Corporate Authorities further find that the granting of the Class 6B Tax Assessment Classification is necessary for the industrial development to remain viable on the Property, which is the subject of this Resolution.

Section 4. That it is in the best interest of the Village to enter into the *Property Tax Assessment Classification Agreement*, a copy of which is attached hereto and made a part hereof as Exhibit B (the “*Agreement*”); and that the Agreement is hereby authorized and approved, with such necessary non-material changes as determined by the Village President, with said changes and revisions therein contained being approved by execution and delivery of such Agreement by the Village President. The officials and officers of the Village are further hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. This Resolution shall be in full force and effect upon the last to occur:

- i. its passage, approval and publication as provided by law; and
- ii. the execution by the Applicant and the Village of the Agreement as provided in this Resolution.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of February 2018, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Legal Description
(see attached)

PINs

12-19-100-115-0000
12-19-100-016-0000
12-19-100-091-0000

Exhibit B

Class 6B Agreement
(see attached)

EXHIBIT A

Legal Description of the Land

THAT PART OF NORTHWEST FRACTIONAL 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FRANKLIN AVENUE WITH A LINE AT 500 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 1496.53 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE EAST ALONG A LINE WHICH INTERSECTS THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT A POINT 1185.10 FEET SOUTH (AS MEASURED ALONG SAID WEST RIGHT OF WAY LINE) OF THE SAID CENTER LINE OF FRANKLIN AVENUE A DISTANCE OF 503.05 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 294.60 FEET; THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO LAST DESCRIBED LINE 502.90 FEET TO A POINT ON THE FIRST DESCRIBED PARALLEL LINE; THENCE SOUTH 309.60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Legal Description

PARCEL 1:

LOT 3 IN HAWTHORN CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1974 AS DOCUMENT 22682660, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MAINTENANCE AGREEMENT AND GRANT OF EASEMENTS RECORDED DECEMBER 26, 1978 AS DOCUMENT 24778114 FOR COMMONUSAGE FOR RAILROAD SIDE TRACKS AND STORM WATER DETENTION PURPOSES AND INGRESS AND EGRESS TO MAINTAIN SAME OVER LOT 5 IN AFORESAID SUBDIVISION.

TYPE:Ordinance**SUBMITTED BY:**K. Pozsgay**DEPARTMENT:**CED**DATE:**02.13.18**DESCRIPTION:**

Ordinance Approving a Variance, Plat of Consolidation and Site Plan for the applicant DSP Acquisitions, located at 1055-65 Sesame St. /491 Podlin Dr.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐

*Financially Sound Village
Quality Customer Oriented Services
Safe and Beautiful Village*

☒

*Enrich the lives of Residents
Major Business/Corporate Center
Vibrant Major Corridors*

COMMITTEE ACTION:

CEDC- Unanimous 4-0.

DATE:

02.06.18

BACKGROUND:

The Petitioner is seeking:

1. Variance for loading dock width from 14' to 12'
2. Plat of Consolidation
3. Site Plan.

KEY ISSUES:

1. The Petitioner is proposing to purchase the vacant lots at the end of Podlin Dr. and consolidate with 1055-65 Sesame St
2. They will demolish the existing building and construct an 116,294 SF industrial facility.
3. They need a Variation to reduce the loading dock width from 14 ft. to 12 ft.
4. A Plat of Consolidation and Site Plan Review including architecture is also sought.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

1. The staff respectfully recommends that the Variance, Plat of Consolidation and Site Plan be approved.
2. At the Public Hearing on February 6, 2018, the Community Development Commission voted unanimously (4-0) to recommend approval of the Requests with the conditions recommended by staff (attached). Motion passed.

BUDGET IMPACT:

n/a

ACTION REQUIRED:

Approval of an Ordinance granting Variance, Plat of Consolidation and Site Plan for the applicant DSP Acquisitions, located at 1055-65 Sesame St. /491 Podlin Dr.

ATTACHMENTS:**Description**

Aerial & Zoning Maps

Upload Date

2/1/2018

Type

Backup Material

Legal Notice	2/1/2018	Backup Material
Application	2/1/2018	Backup Material
Applicant Letter	2/1/2018	Backup Material
Staff Report	2/1/2018	Executive Summary
Rendering	2/1/2018	Backup Material
Elevations	2/1/2018	Backup Material
Site Plan	2/1/2018	Backup Material
Preliminary Plat	2/1/2018	Backup Material
Preliminary Engineering	2/1/2018	Backup Material
Ordinance	2/12/2018	Cover Memo

CDC#2018 – 02

1055 Sesame Street/491 Podlin Drive
DSP Acquisitions
Variation; Truck Dock Width
Plat of Consolidation and Site Plan Review



Village of Bensenville

Parcels 12-19-100-091, 12-19-100-115, & 12-19-100-116

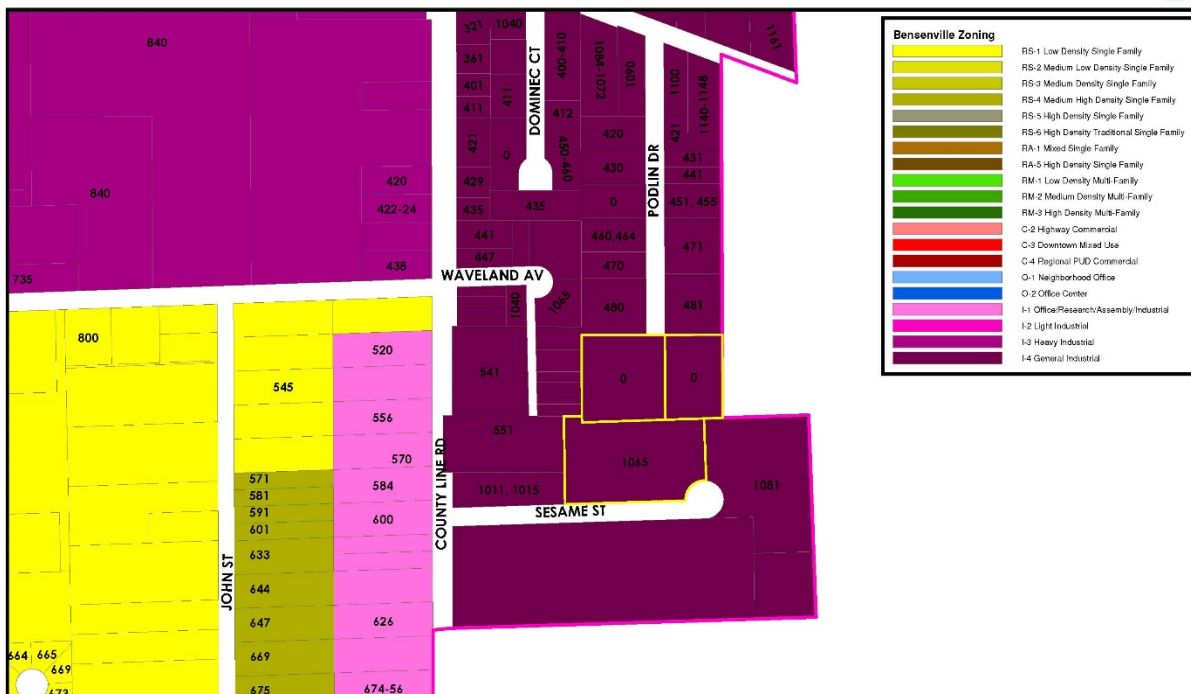


Date: 1/18/2018



Village of Bensenville

Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2018 at 6:30 P.M., the Community Development Commission of the Village of Bensenville, Du Page and Cook Counties, will hold a Public Hearing to review Case No. 2018 – 02 to consider a request for:

Variance, Truck Loading Dock Width,
Municipal Code Section 10 – 11 – 12D – 1a; and

Preliminary & Final Plat of Consolidation; and Site Plan Review.

1055 Sesame Street is in an I – 4 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville, IL.

The Legal Description is as follows:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FRANKLIN AVENUE WITH A LINE 500 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 1496.53 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE EAST ALONG A LINE WHICH INTERSECTS THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT A POINT 1185.10 FEET SOUTH (AS MEASURED ALONG SAID WEST RIGHT OF WAY LINE) OF THE SAID CENTER LINE OF FRANKLIN AVENUE, A DISTANCE OF 503.05 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 294.60 FEET, THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO LAST DESCRIBED LINE 502.90 FEET TO A POINT ON THE FIRST DESCRIBED PARALLEL LINE, THENCE SOUTH 309.60 FEET, MORE OR LESS, TO THE POINT BEGINNING IN COOK COUNTY, ILLINOIS.

LOT 3 IN HAWTHORN CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1974 AS DOCUMENT 22682660, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 12-19-100-115 AND 12-19-100-116

Commonly known as 1055 Sesame Street, Bensenville, IL 60106.

Heartland Bank and Trust Company of 401 N. Hershey Road, Bloomington, IL 61702 is the owner and DSP Acquisitions LLC of 3350 W Hubbard Street Ste 222 the applicant for the subject property.

Any individual with a disability requiring a reasonable accommodation in order to participate in any public meeting held under the authority of the Village of Bensenville should contact the

Village Clerk, Village of Bensenville, 12 S. Center St., Bensenville, IL 60106, (630) 766-8200, at least three (3) days in advance of the meeting.

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend and will be heard at the Public Hearing. Written comments will be accepted by the Community and Economic Development Department through February 6, 2018 until 5:00 P.M.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
January 18, 2018**

For Office Use Only

Date of Submission: _____ MUNIS Account #: _____ CDC Case #: _____

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1055 Sesame Street

Property Index Number(s) (PIN): 12-19-100-115, 12-19-100-116

A. OWNER:

Heartland Bank and Trust Company

Name Corporation (if applicable)

as Successor Trustee to Western Springs National Bank and Trust, Trust # 3860

Street

(and undisclosed beneficiaries thereunder)

City

State

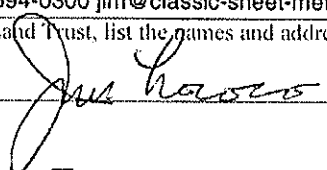
Zip Code

Contact Person

Telephone Number & Email Address

Jim Lococo 630-694-0300 jim@classic-sheet-metal.com

If Owner is a Land Trust, list the names and addresses of the beneficiaries of the Trust.

Owner Signature: 

Date: 1-5-2018

B. APPLICANT: ☐ Check box if same as owner

Howard Wedren

DSP Acquisitions LLC

Name

Corporation (if applicable)

3350 West Hubbard Street Suite 222

Street

Chicago

IL

60515

City

State

Zip Code

Howard Wedren

312-322-0704 howard@daytonstreetllc.com

Contact Person

Telephone Number & Email Address

Contract Purchaser

Relationship of Applicant to subject property

Applicant Signature: Howard Wedren

Digitally signed by Howard Wedren
Date: 2018.01.04 17:28:30 -06'00'

Date: 1/8/18

C. ACTION REQUESTED (Check applicable):

- ☐ Annexation
- ☐ Conditional Use Permit
- ☐ Master Sign Plan
- ☐ Planned Unit Development*
- ☒ Plat of Subdivision
- ☐ Rezoning (Map Amendment)
- ☒ Site Plan Review
- ☒ Variance

*See staff for additional information on PUD requests

**Item located within this application packet.

SUBMITTAL REQUIREMENTS (1 original & 1 copy of each):

- ☐ Affidavit of Ownership** (signed/notarized)
- ☒ Application**
- ☒ Approval Criteria
- ☒ Legal Description of Property
- ☒ Plat of Survey
- ☒ Site Plan
- ☒ Building Plans & Elevations
- ☒ Engineering Plans
- ☐ Landscape Plan
- ☒ Review Fee (Application Fee + Escrow)
- ☒ Escrow agreement and deposit**
- ☒ Digital Submission of all application materials (CD)

Brief Description of Request(s): (Submit separate sheet if necessary)

Application for consolidation of the subject properties into one property, site plan/elevation/rendering approval, preliminary engineering, variance for 12' truck stall

widths

D. PROJECT DATA:

1. General description of the site: Properties located at 1055 Sesame Street and the property to the immediate north off of Podlin Drive

2. Acreage of the site: 6.75 Building Size (if applicable): 116,294

3. Is this property within the Village limits? (Check applicable below)

☒ Yes

☐ No, requesting annexation

☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.

4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

Site plan, elevations, rendering

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>I-4</u>	<u>Manufacturing/Distribution</u>	<u>Bensenville</u>
North:	<u>I-4</u>	<u>Manufacturing/Distribution</u>	<u>Bensenville</u>
East:	<u>I-4</u>	<u>Manufacturing/Distribution</u>	<u>Bensenville</u>
South:	<u>I-4</u>	<u>Manufacturing/Distribution</u>	<u>Bensenville</u>
West:	<u>I-4</u>	<u>Manufacturing/Distribution</u>	<u>Bensenville</u>

E. DEVELOPER'S STAFF (if applicable):

ARCHITECT

Name: Cornerstone Architects

Telephone: 630.773.8363

Email: mjb@cstonearchitects.com

ENGINEER:

Name: CAGE Engineering

Telephone: 630.598.0007

Email: mschumacher@cagecivil.ca

ATTORNEY

Name: Brett Feinberg Barrack Ferrazza

Telephone: 312-629-5168

Email: brett.feinberg@bkfn.com

OTHER

Name: ARCO/Murray GC

Telephone: 331.903.2249

Email: aglover@arcomurray.com

F. APPROVAL CRITERIA:

1. Select the "Approval Criteria" from the list(s) found on the pg. 6 – 7 pertaining to the applicant's request(s).
2. The applicant must compose a letter describing how the request(s) specifically meets the individual criteria from the list. The CDC will be unable to recommend approval of a request without a response to the pertinent "Approval Criteria."

January 8, 2018

Village of Bensenville
Community and Economic Development
12 South Center Street
Bensenville, IL 60106

RE: Dayton Street Partners 1055 Sesame Street Variance Request Approval Criteria

To Whom it May Concern,

The following are responses to each of the (9) approval criteria for a variance to allow a 12' wide tractor-trailer loading stall in lieu of a 14' wide stall as the Village Code states.

1. Special Circumstances:

Two (2) similar industrial buildings have recently been developed in Bensenville that were granted variances on the loading dock stall width. One building is the Geib Industries building at 901 E Jefferson Street, and the other is the Liberty building currently being developed at 350 N York Road. Both of these buildings are conventional warehouse/distribution centers, similar to our proposed building, with 12' wide truck dock stall widths.

2. Hardship or Practical Difficulties:

A 14' wide truck loading stall is not practical for a couple of different reasons. First, the maximum width of a precast panel is 12'. If a panel is over 12' wide, the truck transporting that panel must apply for and receive special road permits to transport the panel to the site. If the loading stall width were to be 14', our precast panels along the dock side of the building would have to be 14' wide, and thus cause issues with permitting the panel transportation. Second, the Chicagoland industry standard truck stall width is 12'. This allows for the maximization of the number of dock positions that will fit along the length of the building, and provides the most flexibility for the tenant's dock position needs.

3. Circumstances Relate to Property:

This variance relates directly to the dimensions of the truck stall width on the building.

4. Not Resulting from Applicant Action:

The applicant has not yet taken any action as it relates to the matter at hand. Construction of the facility has not begun.

5. Preserves Rights Conferred by District:

As stated above, the (2) other industrial developments above have 12' wide truck stalls. As such, the granting of this variance will not result in this property having a special privilege.

6. Necessary for Use of Property:

This variance is necessary because an industrial building containing truck dock stalls that are 14' wide is not marketable. All industrial facilities in the Chicagoland area have truck stall widths of 12'.

7. Not Alter Local Character:

This variance has no impact on environmental quality, property values, public safety, or public welfare.

8. Consistent with Ordinance and Plan:

Granting this variance will not disrupt the intent of the Village Ordinance in any way, as no other section of the code relates to the truck stall width.

9. Minimum Variance Needed:

Since a 12' wide truck stall is industry standard, it is the minimum required variance in order to provide this property with relief from undue hardship and/or practical difficulties.

Respectfully,



Andrew Glover
Project Manager, ARCO Murray

cc: Howard Wedren, Dayton Street Partners
Michael Schack, Dayton Street Partners



STAFF REPORT

HEARING DATE: February 6, 2018
CASE #: 2018 – 02
PROPERTY: 1055-65 Sesame St. /491 Podlin Dr.
PROPERTY OWNER: Heartland Bank and Trust Company
APPLICANT: DSP Acquisitions
SITE SIZE: 6.75 acres
BUILDING SIZE: 116,294 SF
PIN NUMBERS: 12-19-100-091, 12-19-100-115, and 12-19-100-116
ZONING: I – 4 General Industrial
REQUEST: Variance, Truck Loading Dock Width,
Municipal Code Section 10 – 11 – 12D – 1a; and
Preliminary & Final Plat of Consolidation; and
Site Plan Review.

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday January 18, 2018. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way on Thursday January 18, 2018.
3. On Thursday January 18, 2018, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is proposing to purchase the vacant lots at the end of Podlin Dr. and consolidate with 1055-65 Sesame St. They will demolish the existing building and construct an 116,294 SF industrial facility. They need a Variation to reduce the loading dock width from 14 ft. to 12 ft. A Plat of Consolidation and Site Plan Review including architecture is also sought.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I – 4	Industrial/Vacant	Industrial	Village of Bensenville
North	I – 4	Industrial	Industrial	Village of Bensenville
South	I – 4	Industrial	Industrial	Village of Bensenville
East	I – 4	Industrial	Industrial	Village of Bensenville
West	I – 4	Industrial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
<input type="checkbox"/>	Quality Customer Oriented Services
<input type="checkbox"/>	Safe and Beautiful Village
<input type="checkbox"/>	Enrich the lives of Residents
<input checked="" type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

Finance:

No issues.

Police:

No issues.

Engineering and Public Works:

Engineering

- 1) Although the parcel is located within Cook County portion of the Village limits, the project will be reviewed under the DuPage County Stormwater and Floodplain Ordinance (DCSFO) since the Village is concurrently working on opting out of the MWRD WMO. Village is hopeful of executing an inter-governmental agreement with MWRD prior to approval of final engineering.
- 2) A DuPage County Stormwater Management Certification will be required for this project as the total land disturbing activity exceeds 5,000 SF.
- 3) Stormwater detention is required per the DCSFO for this development. The southern parcel was impervious prior to the existence of the DCSFO; therefore, the detention is not required for this portion of the site. The preliminary plans depict two detention basins on site. The proposed plan also takes into account of offsite drainage flows that are currently passing through the site.
- 4) All other applicable requirements of the DCSFO shall be met including Best Management Practices (BMP).
- 5) IEPA-NPDES permit will be required due to site disturbance exceeding over 1-acre.
- 6) Per the preliminary stormwater report, the site does not contains floodplains or wetlands.
- 7) Per village code, entirely remove the existing foundations.
- 8) The preliminary plan identifies re-use of the existing water service. Given the age of the existing building, it is my recommendation to disconnect all existing watermain/sanitary service taps at the main and install new water and sewer taps.
- 9) A sanitary inspection manhole will be required on the proposed sanitary service. An exterior drop connection may be necessary depending on the proposed inverts.
- 10) More detail utility review will be done during final design engineering stage.
- 11) All driveway aprons to be constructed using Portland Cement Concrete per Village standard.
- 12) ADA compliant public sidewalk will be required along the entire frontage of the site on Sesame St. The kink in the sidewalk will need to be straightened.
- 13) Per previous discussions with the applicant, the Village has expressed its desire to improve Podlin Drive (northern entrance to proposed building) to industrial roadway

standards. The funding for the roadway improvements may be established via Special Service Area (SSA) in the future.

- 14) A plat of consolidation will be required. Stormwater management easements will be necessary over proposed detention basins as well as any parking/dock areas designated to hold stormwater detention.
- 15) The offsite drainage area that is being routed into pipes through the site will require a 10-foot storm sewer easement through the site. The easement shall be granted to the Village of Bensenville. The proposed storm sewer will remain a privately maintained storm sewer by the applicant, if and until the Village constructs roadway improvements on Podlin Dr.

The Village's stormwater consultant provides the following comments regarding stormwater management on the site.

- 1) The proposed improvements include more than 25,000 square feet of new impervious area; therefore, stormwater detention will be required. The preliminary plans include stormwater detention to be provided onsite. The volume of detention provided appears to meet the ordinance requirements; however, additional information regarding the discharge and volume provided in each pond shall be provided as part of the final engineering submittal.
- 2) Offsite tributary flows must be maintained and accounted for in the design. The DuPage County ordinance (Section 15-73.A.2) requires an overflow conveyance system be designed to convey a minimum design rate of 1-cfs/acre multiplied by the entire upstream drainage area. Please revise the overflow conveyance system to comply with this requirement and confirm the downstream conveyance system has sufficient capacity to accept these flows.
- 3) All other applicable requirements of the DCSFO shall also be met including Best Management Practices (BMP). The Stormwater Management Summary indicates that native plantings will be provided within the proposed detention basins. Please show the native planting area and details for the BMP on the final engineering plans.
- 4) Please include contour information on the "Regional Drainage Exhibit – Existing Conditions" and confirm the off-site tributary area. We note that the east side of Podlin Drive and portions of the properties on County Line Road appear to drain towards the proposed project site. The Village intends to improve Podlin Drive and direct the roadway drainage to the proposed storm sewer carrying offsite flows. Additionally, please verify the time of concentration calculations account for any existing channel flow.
- 5) As part of the final engineering stormwater submittal, please include exhibits showing the tributary area to each outfall in the existing and proposed conditions.
- 6) We note that a wetland determination was performed for the proposed project. Based on the exhibits provided, it appears that only the south parcel was evaluated. Please verify the limits of the wetland determination included the entire project area. Additionally we note that the wetland determination was performed outside the growing season. An updated determination will be required for the entire project site during the growing season prior to approval of the final engineering plans, which should include the three criteria for evaluating wetlands/Waters (Hydrophytic vegetation, hydric soils, and hydrology).
- 7) The wetland Consultant for the project should verify whether DuPage County wetland staff will field verify wetlands/Waters in Cook County.

Public Works

No comments.

Community & Economic Development:

Economic Development:

- 1) Economic development is generally supportive of the project.
- 2) This will remove an older property and create approximately 115,000 square feet of new construction, increasing the property's EAV.
- 3) Bensenville industrial vacancy rate is 5.7% as of May 2017.
- 4) Although the building is speculative, we can safely assume that the building will quickly attract tenants, providing prospective jobs for Bensenville residents.
- 5) This proposed redevelopment could spur additional redevelopment/investment in the Eastern Business District generally and in its Cook County portion in particular.

Fire Safety:

No comments.

Building:

No comments at this time.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Industrial" for this property.
- 2) The property is in the Eastern Business District as described in the CEDS and Comprehensive Plan.
- 3) A major theme throughout the Comprehensive Plan is lot consolidation.
- 4) Dock Width variation from 14 feet to 12 feet is a standard request. Staff has recommended a 12' width in the draft Zoning Ordinance currently under staff review.
- 5) No signage plan was submitted. All signage should meet the Municipal Code.
- 6) No landscape plan was submitted. All landscape and screening shall meet or exceed the Municipal Code standards.

Site Plan

- 1) The building is set up to be divisible, most likely up to four separate units.
- 2) The two offset parcels, once combined, leave two nice spaces to create detention areas.
- 3) There are 97 standards parking stalls and five ADA stalls provided.

Architecture

- 1) The building is precast concrete with varying different shades of grey to break up façade.
- 2) The northwest and southwest elevations have glass features on the corner. Staff would like consideration to increase the glass areas to cover the "second" story.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

Response: Two (2) similar industrial buildings have recently been developed in Bensenville that were granted variances on the loading dock stall width. One building is the Geib Industries building at 901 E Jefferson Street, and the other is the Liberty building currently being developed at 350 N York Road. Both of these buildings are conventional warehouse/distribution centers, similar to our proposed building, with 12' wide truck dock stall widths.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Response: A 14' wide truck loading stall is not practical for a couple of different reasons. First, the maximum width of a precast panel is 12'. If a panel is over 12' wide, the truck transporting that panel must apply for and receive special road permits to transport the panel to the site. If the loading stall width were to be 14', our precast panels along the dock side of the building would have to be 14' wide, and thus cause issues with permitting the panel transportation. Second, the Chicagoland industry standard truck stall width is 12'. This allows for the maximization of the number of dock positions that will fit along the length of the building, and provides the most flexibility for the tenant's dock position needs.

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

Response: This variance relates directly to the dimensions of the truck stall width on the building.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Response: The applicant has not yet taken any action as it relates to the matter at hand. Construction of the facility has not begun.

- 5. Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Response: As stated above, the (2) other industrial developments above have 12' wide truck stalls. As such, the granting of this variance will not result in this property having a special privilege.

- 6. Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Response: This variance is necessary because an industrial building containing truck dock stalls that are 14' wide is not marketable. All industrial facilities in the Chicagoland area have truck stall widths of 12'.

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Response: This variance has no impact on environmental quality, property values, public safety, or public welfare.

- 8. Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Response: Granting this variance will not disrupt the intent of the Village Ordinance in any way, as no other section of the code relates to the truck stall width.

- 9. Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Response: Since a 12' wide truck stall is industry standard, it is the minimum required variance in order to provide this property with relief from undue hardship and/or practical difficulties.

Variances Approval Criteria	Meets Criteria	
	<i>Yes</i>	<i>No</i>
1. Special Circumstances	X	
2. Hardship	X	
3. Circumstances relate to the Property	X	
4. Not Resulting from Applicant Actions	X	
5. Preserve Rights Conferred By District	X	
6. Necessary for the Use of the Property	X	
7. Not Alter Local Character	X	
8. Consistent with Title and Plan	X	
9. Minimum Variance Needed	X	

RECOMMENDATIONS:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Variance, Plat of Consolidation and Site Plan Review for DSP Acquisitions, with the following conditions:

1. The site plan, floor plan and elevations be in substantial compliance of the plans dated 10.30.17 by GMA Architects; and
2. Final detention calculations shall be prepared as required by the DuPage County Stormwater and Floodplain Ordinance (DCSFO effective April 2013) and submitted to the Village for approval; and
3. Work with Village engineers on plan for water and sewer connections; and
4. An ADA compliant public sidewalk will be required along the entire frontage of the site on Sesame St. The kink in the sidewalk will need to be straightened; and
5. The final signage plan shall be subject to staff review upon final permitting; and
6. The final landscape plan shall be subject to staff review upon final permitting.
7. Work with staff on the final architecture plan.

Respectfully Submitted,
Department of Community
& Economic Development



DSP

ARCO DAYTON STREET
MURRAY PARTNERS
| DESIGN BUILD

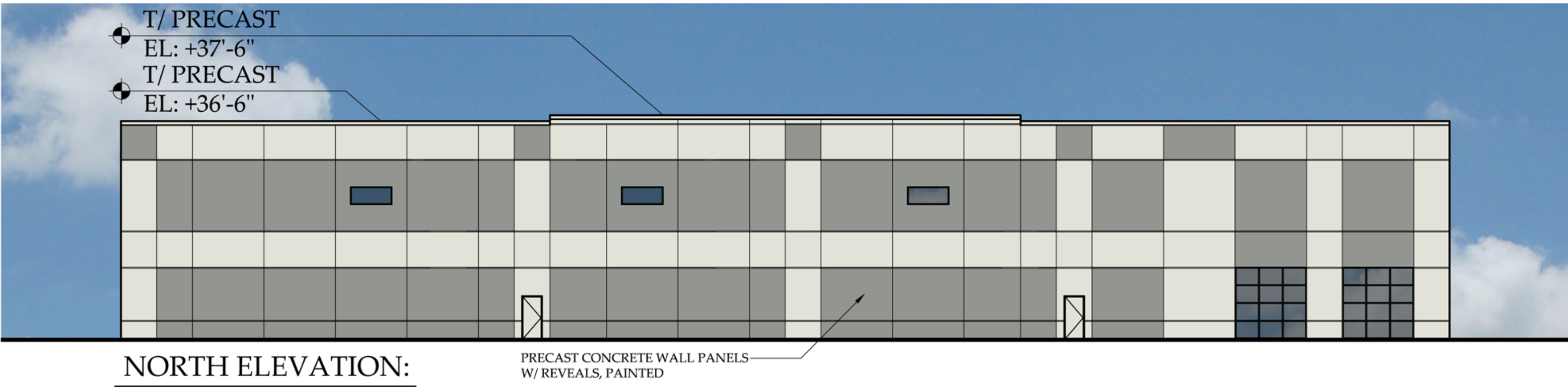
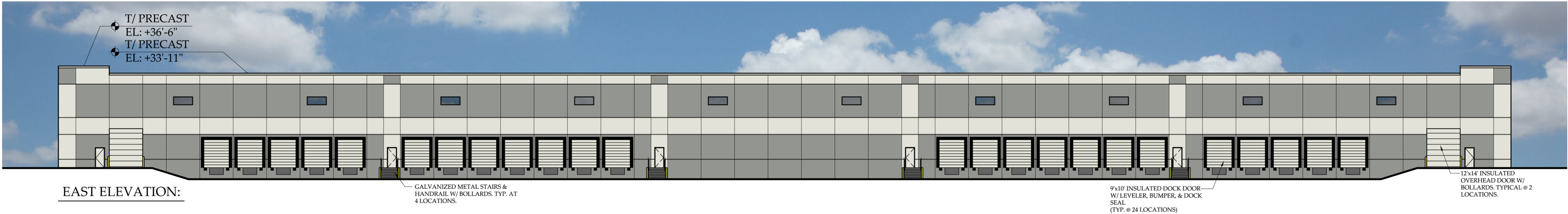
©CORNERSTONE ARCHITECTS LTD. 2018


PROPOSED FACILITY

1055-1065 SESAME STREET -- BENSENVILLE, ILLINOIS

JANUARY 3, 2018 #17022

 **Cornerstone**
Architects Ltd.



ELEVATIONS: 
SCALE: 1/16" = 1'-0" 0 8 16 32 FEET

PROPOSED FACILITY

1055-1065 SESAME STREET -- BENSENVILLE, ILLINOIS

JANUARY 3, 2018 #17022



DAYTON STREET
PARTNERS

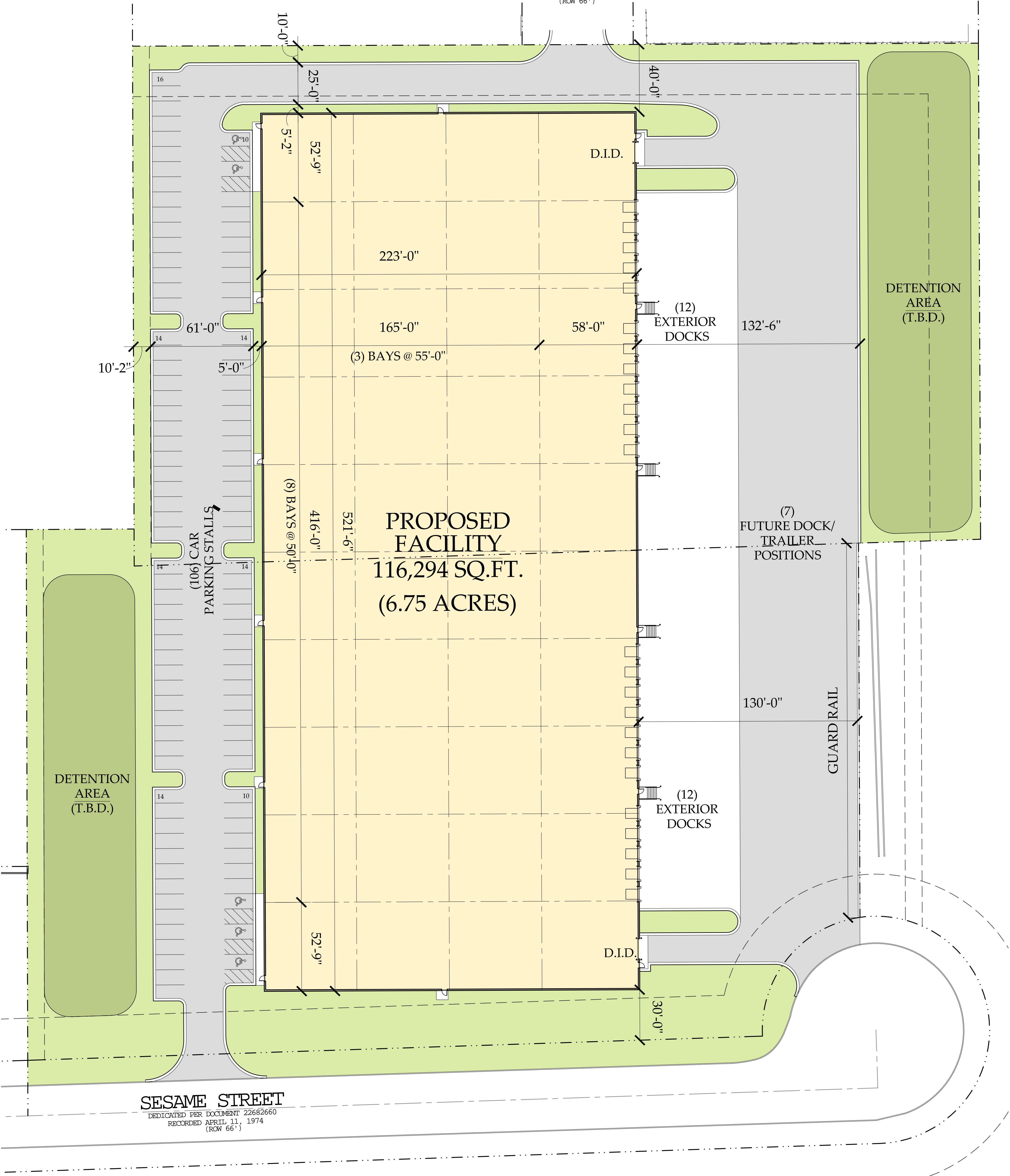
ARCO
MURRAY

DESIGN BUILD

©CORNERSTONE ARCHITECTS LTD. 2018



Cornerstone
Architects Ltd.



DATA:

SITE AREA:	294,037 SQ.FT. 6.75 ACRES
BUILDING AREA (GROSS):	116,294 SQ.FT.
EXTERIOR DOCKS:	24 DOCKS
DRIVE-IN-DOORS:	2 DOORS
FUTURE DOCK/TRAILER POSITIONS:	7 POSITIONS
CAR PARKING:	106 CARS
CLEAR HEIGHT:	32 FEET
F.A.R.:	.39

SITE PLAN:



PROPOSED FACILITY

1055-1065 SESAME STREET ---- BENSENVILLE, ILLINOIS

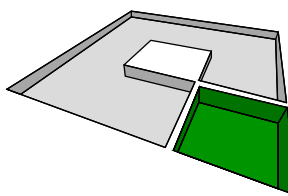
JANUARY 3, 2018 #17022

DSP

DAYTON STREET
PARTNERS

ARCO
MURRAY
| DESIGN BUILD

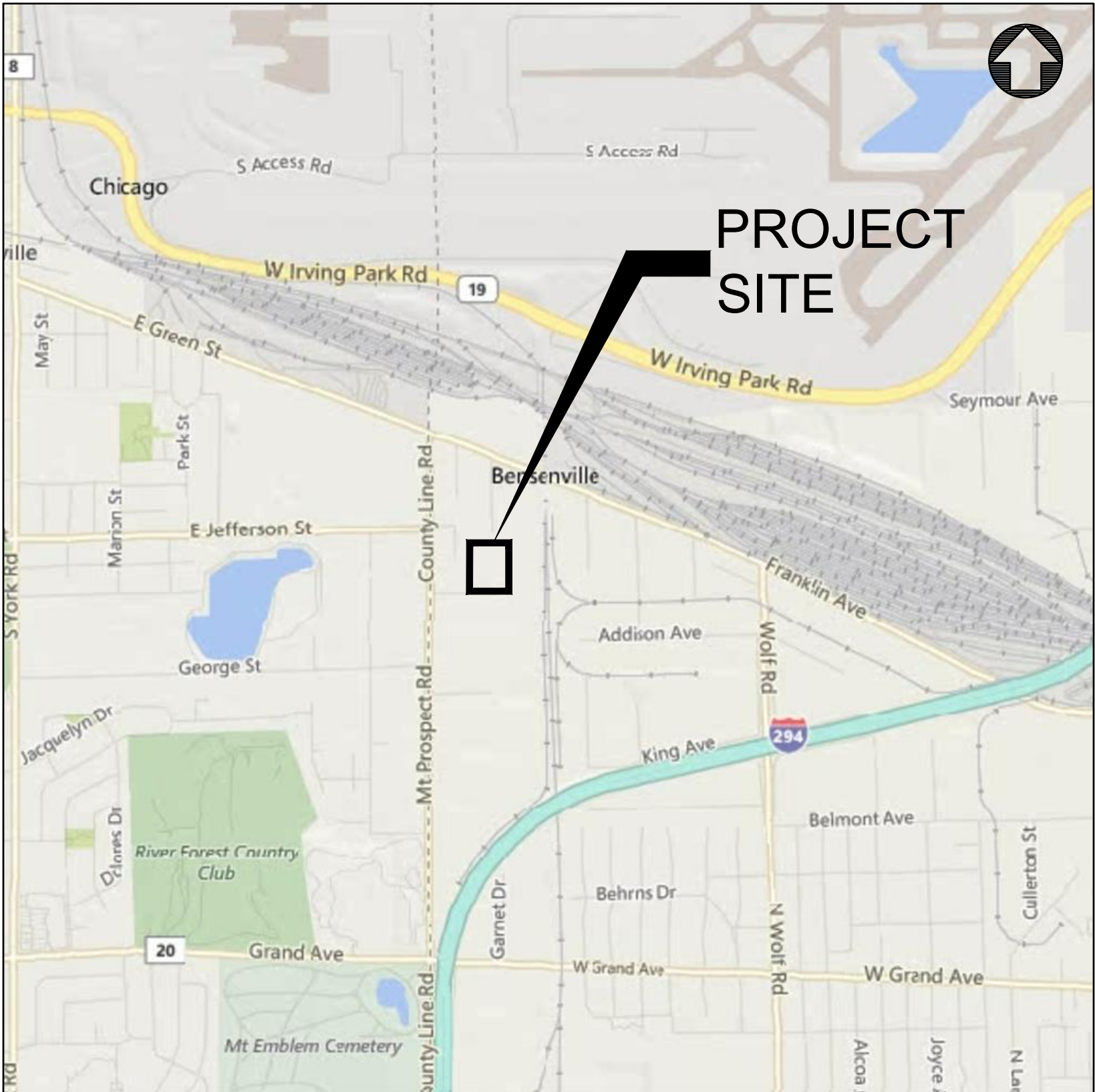
©CORNERSTONE ARCHITECTS LTD. 2018



Cornerstone
Architects Ltd.

PRELIMINARY ENGINEERING FOR
1055 SESAME ST.
BENSENVILLE, IL

LOCATION MAP

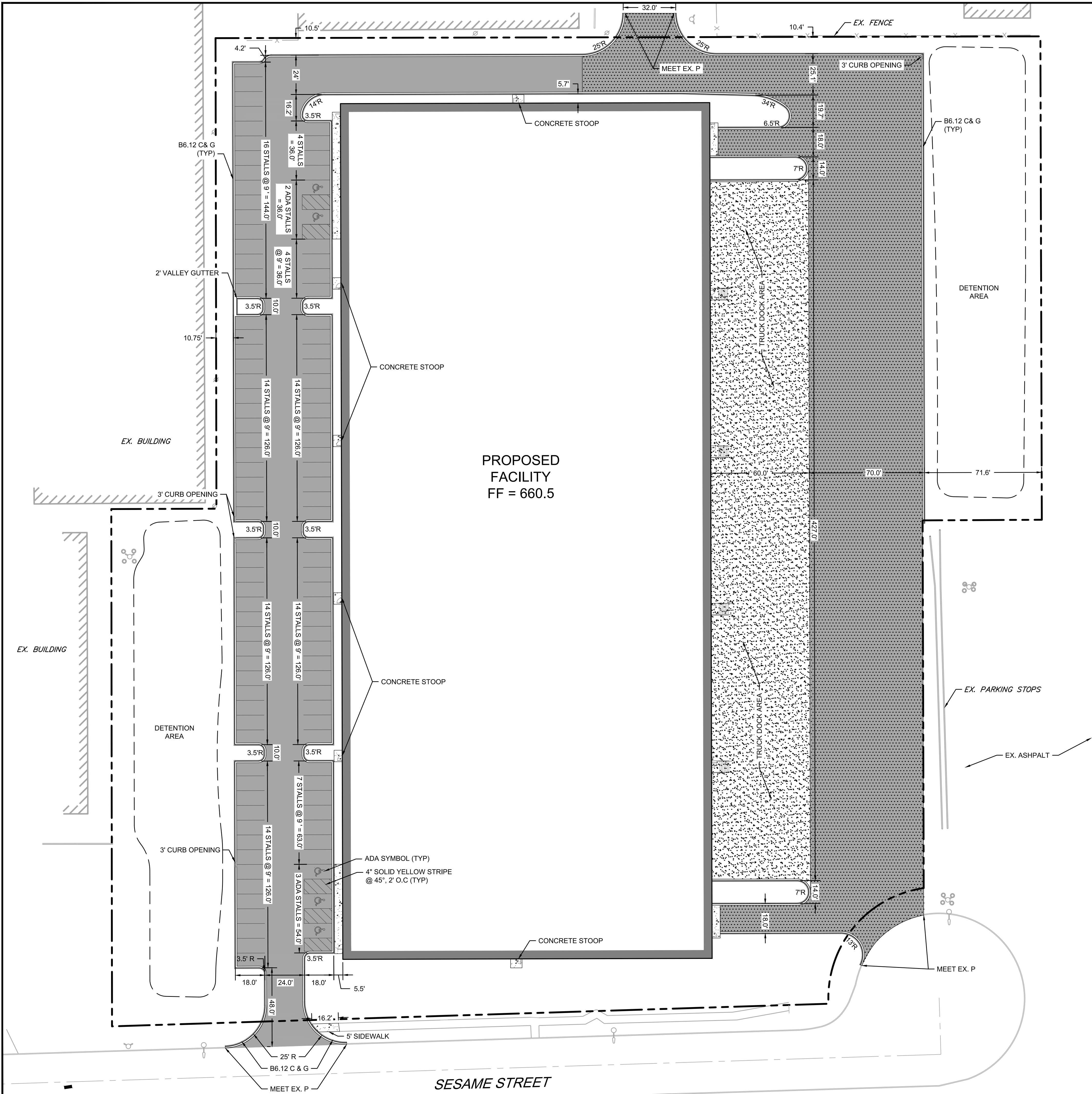


SECTION 19, TOWNSHIP 40N, RANGE 12E

INDEX OF SHEETS

- C0.0 - SITE LOCATION MAP & CIVIL LEGEND
- C1.0 - PRELIMINARY SITE LAYOUT PLAN
- C2.0 - PRELIMINARY GRADING PLAN
- C3.0 - PRELIMINARY UTILITY PLAN

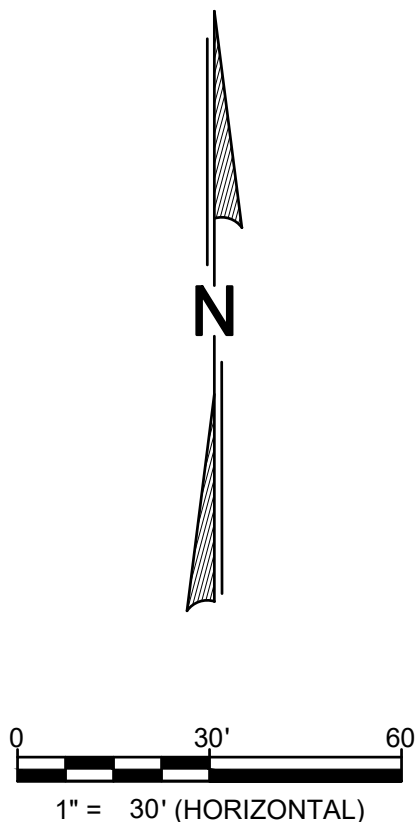
EXISTING LEGEND	PROPOSED LEGEND
EXISTING TREE	CURB & GUTTER
CURB & GUTTER	REVERSE PITCH CURB & GUTTER
EXISTING BUILDING	DEPRESSED CURB & GUTTER
PCC SIDEWALK	PROPOSED BUILDING
GAS SERVICE	PCC SIDEWALK
ELECTRIC SERVICE	STANDARD DUTY BITUMINOUS PAVEMENT
STORM SEWER	HEAVY DUTY BITUMINOUS PAVEMENT
SANITARY SEWER	HEAVY DUTY PCC PAVEMENT
WATER MAIN	GAS SERVICE
CABLE LINE	ELECTRIC SERVICE
OVERHEAD UTILITY LINE	STORM SEWER
COMMUNICATION LINE	SANITARY SEWER
FIBER OPTIC LINE	WATER MAIN
FENCE	FENCE
STORM INLET	STORM INLET
STORM MANHOLE	STORM MANHOLE
STORM CATCH BASIN	STORM CATCH BASIN
SANITARY MANHOLE	SANITARY MANHOLE
CLEANOUT	WATER METER
WATER METER	VALVE VAULT
VALVE VAULT	VALVE BOX
VALVE BOX	HYDRANT
HYDRANT	PARKING LOT LIGHT
PARKING LOT LIGHT	FLOW ARROW
UTILITY POLE	OVERLAND FLOOD ROUTE
GUY WIRE	TOP OF SIDEWALK GRADE
MAJOR CONTOUR	TOP OF CURB GRADE
MINOR CONTOUR	PAVEMENT GRADE
	GROUND GRADE
	MAJOR CONTOUR
	MINOR CONTOUR



PAVEMENT LEGEND	
	PCC SIDEWALK
	STANDARD DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY BITUMINOUS PAVEMENT
	HEAVY DUTY PCC PAVEMENT

PARKING SUMMARY:	
STANDARD STALLS	97
ADA STALLS	5
TOTAL STALLS PROVIDED	102

REVISIONS	



ORDINANCE # _____

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE TO ALLOW A
REDUCTION IN TRUCK LOADING DOCK WIDTH,
PLAT OF CONSOLIDATION, AND SITE PLAN
AT 1055 SESAME STREET, BENSENVILLE, ILLINOIS**

WHEREAS, Heartland Bank and Trust Company (“Owner”) and DSP Acquisitions LLC (“Applicant”) filed an application for Variance, Truck Loading Dock Width, Municipal Code Section 10 – 11 – 12D – 1a of the Village of Bensenville Zoning Ordinance (“Zoning Ordinance”); and Plat of Consolidation; and Site Plan Review for the property located at 1055 Sesame Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Variance, Plat of Consolidation and Site Plan sought by the Applicant was published in the Bensenville Independent on Thursday, January 18, 2018 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on February 6, 2018 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by Village Staff recommending approval of the Variance, Plat of Consolidation and Site Plan and, thereafter, voted unanimously (4 - 0) to recommend approval of the request, and forwarded its recommendations, including the Staff Report and findings relative to the Variance, Plat of Consolidation and Site Plan, to the President and Board of Trustees, the recommendation made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested Variance, Plat of Consolidation

and Site Plan as recommended by the Community Development Commission to allow the Variance, Plat of Consolidation and Site Plan is consistent with the Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois, duly assembled at a regular meeting, as follows:

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Staff Report and Recommendation to approve the Variance, Plat of Consolidation and Site Plan sought, as allowed by the Zoning Ordinance, Section 10 – 11 – 12D – 1a, as adopted by the Community Development Commission as shown in Exhibit “B” is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Variance is proper and necessary.

SECTION THREE: That the Variance to allow a reduction in Truck Loading Dock Width, Plat of Consolidation, and Site Plan as sought by the Applicant of the Subject Property is hereby granted.

SECTION FOUR: That the variance sought by the Owner/Applicant to allow the monument and wall signs on the Subject Property is hereby approved with the following conditions:

1. The site plan, floor plan and elevations be in substantial compliance of the plans dated 10.30.17 by GMA Architects; and
2. Final detention calculations shall be prepared as required by the DuPage County Stormwater and Floodplain Ordinance (DCSFO effective April 2013) and submitted to the Village for approval; and
3. Work with Village engineers on plan for water and sewer connections; and
4. An ADA compliant public sidewalk will be required along the entire frontage of the site on Sesame St. The kink in the sidewalk will need to be straightened; and
5. The final signage plan shall be subject to staff review upon final permitting; and
6. The final landscape plan shall be subject to staff review upon final permitting.
7. The final architecture plan shall be subject to staff review upon final permitting.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as allowed by the rezoning granted herein.

SECTION SIX: That all other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

SECTION SEVEN: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 13th day of February 2018.

Frank DeSimone, Village President

ATTEST:

_____,
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____- 2018
Exhibit "A"

The Legal Description is as follows:

THAT PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF FRANKLIN AVENUE WITH A LINE 500 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 1496.53 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE EAST ALONG A LINE WHICH INTERSECTS THE WEST RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AT A POINT 1185.10 FEET SOUTH (AS MEASURED ALONG SAID WEST RIGHT OF WAY LINE) OF THE SAID CENTER LINE OF FRANKLIN AVENUE, A DISTANCE OF 503.05 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE 1002.90 FEET EAST OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE WEST LINE OF SECTION 19 AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE 294.60 FEET, THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO LAST DESCRIBED LINE 502.90 FEET TO A POINT ON THE FIRST DESCRIBED PARALLEL LINE, THENCE SOUTH 309.60 FEET, MORE OR LESS, TO THE POINT BEGINNING IN COOK COUNTY, ILLINOIS.

LOT 3 IN HAWTHORN CENTER FOR INDUSTRY, A SUBDIVISION OF PART OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1974 AS DOCUMENT 22682660, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS: 12-19-100-115 AND 12-19-100-116

Commonly known as 1055 Sesame Street, Bensenville, IL 60106.

Ordinance # ____ - 2018
Exhibit “B”
Findings of Fact

Mr. Pozsgay reviewed the approval criteria for rezoning consisting of:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

Response: Two (2) similar industrial buildings have recently been developed in Bensenville that were granted variances on the loading dock stall width. One building is the Geib Industries building at 901 E Jefferson Street, and the other is the Liberty building currently being developed at 350 N York Road. Both of these buildings are conventional warehouse/distribution centers, similar to our proposed building, with 12' wide truck dock stall widths.

2. **Hardship or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

Response: A 14' wide truck loading stall is not practical for a couple of different reasons. First, the maximum width of a precast panel is 12'. If a panel is over 12' wide, the truck transporting that panel must apply for and receive special road permits to transport the panel to the site. If the loading stall width were to be 14', our precast panels along the dock side of the building would have to be 14' wide, and thus cause issues with permitting the panel transportation. Second, the Chicagoland industry standard truck stall width is 12'. This allows for the maximization of the number of dock positions that will fit along the length of the building, and provides the most flexibility for the tenant's dock position needs.

3. **Circumstances Relate to Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

Response: This variance relates directly to the dimensions of the truck stall width on the building.

4. **Not Resulting from Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Response: The applicant has not yet taken any action as it relates to the matter at hand. Construction of the facility has not begun.

5. **Preserve Rights Conferred by District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Response: As stated above, the (2) other industrial developments above have 12' wide truck stalls. As such, the granting of this variance will not result in this property having a special privilege.

6. **Necessary for Use of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

Response: This variance is necessary because an industrial building containing truck dock stalls that are 14' wide is not marketable. All industrial facilities in the Chicagoland area have truck stall widths of 12'.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Response: This variance has no impact on environmental quality, property values, public safety, or public welfare.

8. **Consistent with Title and Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the

Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Response: Granting this variance will not disrupt the intent of the Village Ordinance in any way, as no other section of the code relates to the truck stall width.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

Response: Since a 12' wide truck stall is industry standard, it is the minimum required variance in order to provide this property with relief from undue hardship and/or practical difficulties.

Mr. Pozsgay stated Staff recommends the approval of the findings of fact as they appear above and therefor recommend approval of the requests with the following conditions:

1. The site plan, floor plan and elevations be in substantial compliance of the plans dated 10.30.17 by GMA Architects; and
2. Final detention calculations shall be prepared as required by the DuPage County Stormwater and Floodplain Ordinance (DCSFO effective April 2013) and submitted to the Village for approval; and
3. Work with Village engineers on plan for water and sewer connections; and
4. An ADA compliant public sidewalk will be required along the entire frontage of the site on Sesame St. The kink in the sidewalk will need to be straightened; and
5. The final signage plan shall be subject to staff review upon final permitting; and
6. The final landscape plan shall be subject to staff review upon final permitting.
7. Work with staff on the final architecture plan.

There were no questions from the Commissioners.

Motion: Commissioner Moruzzi made a motion to close CDC Case No. 2018-02. Commissioner King seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed the Public Hearing at 7:10 p.m.

Motion: Commissioner King made a combined motion to approve the Findings of Fact for CDC Case No. 2018-02 as presented by Staff and to approve the Variance request for Truck Loading Dock Width (Municipal Code Section 10-11-12D). Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Moruzzi made a combined motion to approve the Findings of Fact for CDC Case No. 2018-02 as presented by Staff and to approve the Preliminary & Final Plat of Consolidation and Site Plan Review. Commissioner Ciula seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Moruzzi, King

Nays: None

All were in favor. Motion carried.

Ronald Rowe, Chairman
Community Development Commission

TYPE:Proclamation**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village President**DATE:**02/13/18**DESCRIPTION:**Proclamation in Honor of Oronzo Peconio as a Former Village Trustee**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:**

N/A

DATE:**BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**

TYPE:Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**February 1, 2018**DESCRIPTION:**Resolution Granting the Authority to the Village Manager to Accept Electricity Pricing on Certain Village Accounts**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<i>X</i>	<i>Financially Sound Village</i>		<i>Enrich the lives of Residents</i>
<i>X</i>	<i>Quality Customer Oriented Services</i>		<i>Major Business/Corporate Center</i>
	<i>Safe and Beautiful Village</i>		<i>Vibrant Major Corridors</i>

COMMITTEE ACTION:

N/A

DATE:

N/A

BACKGROUND:

Due to the time sensitivity of seeking and executing utility rates, this agenda item will grant authority to the Village Manager to proceed in reducing the Village's energy rates on certain accounts. Constellation will be providing us with a new 24 hour rate on Tuesday, February 13th. At that time, the potential expected savings will be discussed.

KEY ISSUES:

Utility rates are continuously changing. The time sensitivity of the current rate and potential savings will be presented at the meeting by the Village Manager. The Resolution, once approved will grant the authority to the Village Manager to act on a reduced electricity rate from Constellation for the Village of Bensenville.

The rates being considered are for twenty (20) accounts within the Public Works Department. These accounts are associated with sanitary and storm sewer lift station facilities currently under contract for electrical supply with ComEd.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff is recommending the approval of the Resolution Granting the Village Manager the Authorization to seek and retain a reduced electricity rate for the Village of Bensenville.

BUDGET IMPACT:

To be determined.

ACTION REQUIRED:

Approval of a Resolution Granting the Authority to the Village Manager to Accept Electricity Pricing on Certain Village Accounts.

ATTACHMENTS:**Description**

RES - Grant Manager Authority to Approve Energy Rate

Upload Date

2/1/2018

Type

Resolution Letter

RESOLUTION NO.

RESOLUTION GRANTING THE AUTHORITY TO THE VILLAGE MANAGER TO ACCEPT ELECTRICITY PRICING ON CERTAIN ACCOUNTS

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, Evan Summers is a Board of Trustees appointed Village Manager with the authority to conduct the business on behalf of the Village, and

WHEREAS, the Village uses electricity at various Sanitary and Storm Sewer Lift Station facilities.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board hereby authorizes Evan Summers, Village Manager to enter into a Contract with a Qualified Utility Company and execute the contract to save electricity related expenses for the Village. The contract should have a rate lower than the current contracted rate and the company providing the electricity should be a Qualified Energy Company servicing the State of Illinois geographical territory.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 13, 2018.

APPROVED:

Frank DeSimone

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____