



AGENDA

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 6, 2025 at 7:00 PM

Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. January 9, 2025 Meeting Minutes

C. Public Comment

D. New Business

1. 2025 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit
2. Personnel Policy & Procedures Manual Update
3. An Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code.
4. A Resolution approving and authorizing the execution of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

E. Other Business

F. Schedule Next Committee Meeting

G. Adjournment

Individuals with disabilities who plan to attend / participate in this meeting and who require accommodations to allow them to observe and participate, or who have questions regarding accessibility of the meeting or facilities, are requested to contact Jill Izzo at 708-246-1800, extension 127.

JANUARY 9, 2025

7:00 P.M.

Village of Western Springs Village Hall

GENERAL GOVERNMENT COMMITTEE MEETING MINUTES

Present:

Chair James Tyrrell, Member Phil Nawrocki

Village President Heidi Rudolph, Ex-Officio Member

Also Present:

Village Manager Ellen Baer,

Director of Community Development Heather Valone

Assistant to the Village Manager Daisy Chavez

Call to Order

Chair Tyrrell moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a voice vote. The General Government Committee meeting was called to order at 7:00 p.m.

Public Comment

None.

Agenda Items

Approval of Minutes – November 7, 2024 Committee Meeting

Chair Tyrrell made a motion to approve the minutes of the November 7, 2024 General Government Committee meeting as read, seconded by Member Nawrocki.

The motion passed on a voice vote.

Public Comment

None

New Business

1. Agreement for Consulting Services with MGT Impact Solutions, LLC

Village Manager Baer reported that this agreement will provide for the extension of contract services with MGT Impact Solutions LLC., formally known as GovTemps USA, for the services of Human Resources Project Manager with Stephana Przybylski. The Village has utilized this consulting service since 2022 for assistance with recruitment, employee training, and special projects. Staff recommends the contract be approved for 2024/2025. The FY2025 budget includes funds for this service and the human resources services typically cost the Village \$10,000-15,000 annually.

Trustee Tyrrell moved to recommend approval of the resolution and an agreement with MGT Impact Solutions, LLC to the Village Board of Trustees, seconded by Trustee Nawrocki. Motion carried.

2. IRMA Alternate Delegate Resolution

The Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to represent the Village of Western Springs on the Board of Directors of said Intergovernmental Agency. Deputy Village Manager Biernacki is the Delegate and the Village Manager recommends the Board include Jill Izzo, Deputy Village Clerk as the Alternate. Deputy Clerk Izzo will be handling many of the claims with Deputy Village Manager and Assistant to the Village Manager Chavez have handled in the past. Assistant to the Village Manager Chavez will continue to handle Workers Compensation and Deputy Village Manager Biernacki will continue to coordinate the risk management of the Village.

Trustee Tyrrell moved to recommend approval of the resolution by the Village Board of Trustees, seconded by Trustee Nawrocki. Motion carried.

3. DuPage Mayors and Managers Conference 2025 Legislative Action Program and Sample Resolution

Village Manager Baer reviewed the DuPage Mayors and Managers Conference 2025 Legislative Action Program and the resolution requested by the DMMC. There was a brief discussion of the items and President Rudolph indicated that she will be attending the DMMC Legislative Meeting on January 15, 2025 and the WCMC Legislative Meeting on February 8.

Trustee Tyrrell moved to recommend approval of the resolution by the Village Board of Trustees, seconded by Trustee Nawrocki. Motion carried.

Other Business

None

Schedule Next Committee Meeting

The Committee will plan to meet next on March 6, 2025 at 7:00 p.m.

Adjournment

Chair Tyrrell motioned to adjourn the meeting, seconded by Trustee Nawrocki. Motion passed on a voice vote. Meeting was adjourned at 7:14 p.m.

Respectfully submitted,

Ellen Baer

Village Manager

DRAFT



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 6, 2025

AGENDA ITEM D.1.

To: General Government Committee

From: Heather Valone, Director of Community Development

CC: Ellen Baer, Village Manager, Casey Biernacki, Deputy Village Manager, Jill Izzo, Village Clerk, Michael Jurusik, Village Attorney, Anne Skrodzki, Village Attorney, Kelsey Fawell, Senior Planner

RE: 2025 Western Springs Business Association – Requests for Special Events Liquor License and Temporary Use Permit

Recommendation

Consider a recommendation to approve WSBA's application for their 2025 special events.

Summary

The Western Springs Business Association (WSBA) has submitted their 2025 request(s) for a temporary use permit (TUP) and special event liquor license - Class "J" for beer and wine sales at the Village Tower Green and portions of the adjacent street right-of-ways on Hillgrove Avenue, Lawn Avenue, Grand Avenue, and Walnut Street.

A request letter dated January 9, 2025 has been submitted by Jeff Dulla, President of WSBA discussing the events and the pertinent details related to the events (Attachment1). More specifically, the three (3) special events that are planned in 2024 include the following:

- Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm
- Jammin' in July: Wednesdays, July 9th, 16th, 23th and 30th from 5:00 pm to 9:00 pm
- Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and 7th from Noon to 5pm. (Alcohol sales on December 6th only)

Alcohol will be sold at all of the above-mentioned events with the exception of Winter Wonderland in November/December whereby alcohol will only be offered only on December 6th. Based upon their past successes and extraordinary team of volunteers, WSBA has proven over the years that they are capable of managing summer concerts. Staff also believes that the additional special events above align with the Village Board's strategic goal of having more public events within the Downtown to create an activity center and attract customers to Downtown businesses. Please also note that WSBA will not be conducting Fall Fest this year and is working again with the Western Springs Park District on a fall event at Spring Rock Park.

Coordination meetings with applicable Village departments will be conducted prior to each

above-mentioned event to discuss the event logistics and details. At those meetings, topics usually include emergency services, parking, traffic management, alcohol sales and controls, hours of operation, food vendors, etc.

Village Staff is recommending approval of the requests. The draft ordinance is included in Attachment 2. If the General Government Committee is amenable to the temporary use permit and special event liquor license being requested by WSBA, then the Committee can recommend to advance the application to the Village Board for review and discussion at the March 10, 2025 Workshop meeting.

Attachments

1. WSBA Request Letter dated January 9, 2025
2. Draft Ordinance- An Ordinance Approving the Creation of a Class "J" (Special Events On Village Owned Property; Beer And Wine Only) Liquor License For Issuance to the Western Springs Business Association for the 2024 Gathering On the Green, Jammin' In July and Winter Wonderland Special Events to be Conducted on the Village Tower Green Area and Portions of the Adjacent Rights-Of-Way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (Gathering On The Green: Friday, June 27, 2025; Jammin' In July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 And Wednesday, July 30, 2025; And Winter Wonderland: Saturday, December 6, 2025).

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the review and discussion of WSBA's application for their 2025 special events.

Strategic Plan Alignment

Economic Development.

File Attachments

1. WSBA Request Letter dated January 9, 2025
2. Draft Ordinance

Attachment 1.

January 9, 2025

Acting Village President and Liquor Commissioner Heidi Rudolph
Care of Heather Valone
Village of Western Springs
740 Hillgrove Avenue
Western Springs, IL 60558

Dear Acting Village President,

The Western Springs Business Association (WSBA) requests the Village of Western Springs approval for the following items for our Annual Gathering on the Green, Jammin' in July, and Winter Wonderland events.

Temporary Use Permit (TUP) to the WSBA to allow us to operate the following Special Events to be held on the following dates, or such alternate dates and alternate hours as approved by the Village President/Liquor Commissioner:

Gathering on the Green: Friday, June 27th from 4:00 pm to 10:00 pm

Jammin' in July: Wednesdays, July 9th, 16th, 23rd and 30th From 5:00 pm to 9:00 pm

Winter Wonderland: Saturdays, November 29th and December 6th, and Sundays, November 30th and December 7th from Noon to 5:00 pm. (Alcohol sales on December 6th only)

Special Event Liquor License-Class J (Special events on Village-owned Property: (Beer and Wine only) Liquor License for the 2025 Special events to be conducted on the Village Tower Green Area and portions adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the Village ROW).

The Gathering on the Green 2025 will be the 31st year of this event taking place at the Tower Green. This is a signature event held in town and our largest event. WSBA intends to create a fun-filled day for our community, neighbors, and hometown businesses. Gathering on the Green is the informal summer kick-off event, it includes food vendors, live music, entertainment, games, and activities for everyone. Consistent with the past many years, WSBA intends to include similar kids activities as in the past (face painting, petting zoo, etc).

Families will enjoy a taste of Western Springs while relaxing on the Tower Green for a picnic-style experience or using the picnic tables; all conveniently located between the kids' entertainment and the food vendors. During the event, WSBA will operate a beverage tent serving beer and wine, operated by WSBA and community volunteers who are Basset-certified.

WSBA will continue Jammin' in July, a four-week concert series that has been a huge hit in the past three years. This is a week night opportunity to gather on the Tower Green and enjoy music and food. Each of these weeks we will host a local band and operate the beverage tent in the same manner as Gathering on the Green. Different food vendors will be there to give a variety of options for attendees.

Finally, Winter Wonderland will look to copy what we did in 2024, however we are looking at adding some activities and some sort of food and drink options for 2025. This is a very family friendly event that takes place over two consecutive weekends in early December. Families are allowed a 4 minute pass to meet with Santa and get photos.

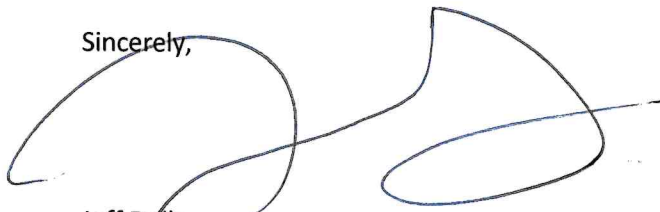
Good Neighbor

WSBA wishes to be a good neighbor to all residents in town, especially those around the Tower Green. As is customary, we will mail a written notice to all adjacent homeowners two weeks prior to each event so they are aware.

We believe this letter provides a good start for discussion with the Village Board, its General Government Committee, the Liquor Commission and Village Staff on the issues that need to be addressed to gain approval of the permits and licenses needed for our 2025 calendar of events.

Applications for the Temporary Use Permit and Special Event Liquor License will be forthcoming. We look forward to the approvals and another successful year of cooperation and mutual support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Dulla', with a large, stylized loop at the end.

Jeff Dulla
President

Western Springs Business Association

jdulla@uhloans.com

(312-)-520-0069

Attachment 2.

ORDINANCE NO. _____
VOTE: _____.
Voting aye: _____.
Voting nay: _____.
Absent: _____.
DATE: March 24, 2025
OTHER: Published in pamphlet form.

AN ORDINANCE APPROVING THE CREATION OF A CLASS “J” (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY) LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR THE 2025 GATHERING ON THE GREEN, JAMMIN’ IN JULY AND WINTER WONDERLAND SPECIAL EVENTS TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION AGREEMENT FOR THE SPECIAL EVENTS (Gathering on the Green: Friday, June 27, 2025; Jammin’ in July: Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025; and Winter Wonderland: Saturday, December 6, 2025).

WHEREAS, the Western Springs Business Association (the “Applicant” or “WSBA”) filed a liquor license application with the Village Clerk for a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the 2025 Gathering on the Green, Jammin’ in July and Winter Wonderland Special Events (“Special Events”) to be conducted on the Village Tower Green Area and portions of the adjacent rights-of-way of Hillgrove Avenue, Lawn Avenue, Grand Avenue and Walnut Street (the “Village ROW”), along with the required site plan (a diagram that shows the overall Special Event area and proposes the size, internal set up and location of alcoholic beverage tents and the alcoholic beverage sales/consumption area to be operated during the multiple special events as part of its application) (the “Special Event Site Plan”), application fees and license fees (collectively, the “Application”). WSBA desires approval of a Class “J” (Special Events On Village-Owned Property; Beer and Wine Only) Liquor License for itself to sell liquor at retail for consumption purposes or to contract with a business that holds a current Village liquor license for the retail sale and consumption of liquor during the Special Events on the following dates and for the following hours: Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025; Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025; and Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, December 6, 2025 (collectively, the “Special Event Dates”); and

WHEREAS, prior to the Special Events, the Applicant may select one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events. Any such restaurants or alcohol distributor must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the General Government Committee (“Committee”) held a public meeting on March 6, 2025 in regard to the Application and considered the Application, received input from Village staff, and provided an opportunity for public input, and favorably recommended the issuance of a Class “J” (Special

Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events On Village Owned Property; Beer And Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events; and

WHEREAS, at public meetings on March 10, 2025 and March 24, 2025, the Village Board of Trustees considered the Application and the recommendation of the Committee with regard to the issuance of a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License to the Applicant for the Special Events, subject to the conditions set forth in the standard Ordinance that approves a Class “J” (Special Events on Village Owned Property; Beer and Wine Only) Liquor License and the execution of a License and Indemnification Agreement for Temporary Use of a Public Right-Of-Way to Operate a Beer and Wine Retail Sales Tent and Alcoholic Beverage Sales/Consumption Area at the Special Events, and provided the public an opportunity to be heard with respect to the same, and at its March 24, 2025 meeting accepted the Committee’s recommendation for the approval and issuance of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License; and

WHEREAS, the Village of Western Springs is the owner of the Village Tower Green Area and the adjacent Village Right-of-Way (“ROW”), where the proposed outdoor alcoholic beverage tents and outdoor alcoholic beverage sales/consumption area will be operated during the Special Events (the “Outdoor Licensed Premises”); and

WHEREAS, the Village Board finds that the Applicant is eligible to receive a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale, service, and outdoor possession and consumption of beer and wine at the Special Events.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WESTERN SPRINGS, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Approval of Creation of Liquor License for Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(J) (Class “J” License - Special Events On Village Owned Property; Beer and Wine Only) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “J” Liquor License for issuance by the Local Liquor Control Commissioner to the Applicant for the purpose of allowing the Applicant to sell at retail and serve beer and wine for outdoor possession and consumption within the Outdoor Licensed Premises on the Special Event Dates and during the hours set forth above on Page 1 or such other alternate dates and alternate hours during calendar year 2025, as determined by the Local Liquor Control Commissioner, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

The President and Board of Trustees of the Village of Western Springs further authorize and approve the Applicant selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.

SECTION 2. Authorization of Issuance of Liquor License to Applicant; Conditions of the Liquor License. The Local Liquor Control Commissioner shall not issue the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to the Applicant under this Ordinance until the following conditions are satisfied:

- A. The Applicant and the Co-Liquor License Holders shall provide to the Village Manager written proof from an insurer that the required Dram Shop Insurance (minimum \$1,000,000 coverage limits per Section 4-1-20) has been purchased for the Special Events that covers the retail sale and service of beer and wine by the Applicant and the Co-Liquor License Holders.
- B. The representatives of the Applicant and the Co-Liquor License Holders agree to meet periodically with the Local Liquor Control Commissioner, at the Commissioner’s request, to discuss the retail sale, service and consumption of beer and wine in conjunction with the Special Events and shall provide the Commissioner with information relative to its operation upon request.
- C. The President and Board of Trustees approve the following regulations relating to the Special Events, including amendments to the Special Event Site Plan:
 - (1) Special Event Site Plan. The Special Event Site Plan, attached hereto as part of **Group Exhibit “A”**, contains a diagram of the overall Special Event area and the size, internal set up and location of the alcoholic beverage tents or the individual retail sales/tasting booths and the alcoholic beverage sales/consumption area to be operated during the Special Events, and is approved by the Village Board, SUBJECT TO THE FOLLOWING CONDITIONS: all of the other conditions and regulations, including signage, set forth in this Ordinance. The Village-approved Special Event Site Plan may be altered or amended at any time at the direction of the Local Liquor Control Commissioner or the Village Manager in the interest of public safety. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations and conditions.
 - (2) Notice of Special Event. **On or before fifteen (15) days prior to each Special Event**, the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the date and hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises. If it is necessary to conduct the Special Event on an alternate date or alternate hours, the Local Liquor Control Commissioner will select the alternate date or alternate hours, and then the Applicant shall hand deliver written notice of the final Village-approved Special Event Site Plan and the alternate date(s) and alternate hours of operation for the Special Event to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the Special Events.
 - (3) On-Site Manager. There shall be an on-site manager, who is qualified to serve in such capacity under the Village’s Liquor Control Ordinance, physically present at the Outdoor Licensed Premises at all times that beer and wine are being sold or served or consumed.
 - (4) Hours of Sale/Consumption. All sales and service of beer and wine shall be limited to the Outdoor Licensed Premises in accordance with the Village’s Liquor Control Ordinance, including the Class “J” (Special Events On Village Owned Property; Beer and

Wine Only) Liquor License regulations, except as otherwise provided for in this Ordinance or as authorized by the Local Liquor Control Commissioner. The last call for sales and service of beer and wine shall be thirty (30) minutes prior to the end of the Hours of Operation for the 2025 WSBA Special Events as set forth above on Page 1.

- (5) BASSET/TIPS Training. Beer and wine shall be sold and served by the BASSET/TIPS-trained wait staff who are at least twenty-one (21) years old. The wait staff shall sell and serve beer and wine only to patrons who are twenty-one (21) years old or older and who are located within the Outdoor Licensed Premises.
- (6) Signs. The Applicant shall provide and post appropriate information and warning signs relating to alcoholic liquor sales and consumption at the Special Events consistent with the regulations in this Ordinance and the proposed signage included within the Application (**Group Exhibit "A"**). Additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner shall be posted prior to and during the Special Events.
- (7) Set-Up; Take-Down; Bathrooms. The hours of closure of the portions of the Village ROW associated with the Special Events for purposes of set-up and take-down activities shall be three (3) hours prior to the starting time of the Special Events and one (1) hour after the closing time of the Special Events, on the day of the Special Events, except for the stage removal which shall be removed prior to 11:00 A.M. the next day following the Special Events, or as allowed by the Village Manager. The Applicant, at its cost, shall provide set-up and take-down, and remove tables, chairs, a stage, additional waste refuse containers and at least three (3) portable bathrooms within the Outdoor Licensed Premises.
- (8) Protective Fencing; Barriers. The Applicant, at its cost, shall comply with the Village staff recommendations and the Barricade Map relative to the installation of a fence or exterior barrier for the Outdoor Licensed Premises, to protect against a motor vehicle accidentally entering into the Outdoor Licensed Premises. The Applicant, at its cost, shall comply with any other requirements or directions issued by the Village Manager relative to the installation of additional fences or exterior barriers for the Outdoor Licensed Premises to protect the public safety and to prevent the public from using the stairs adjacent to the north railroad pedestrian platform for purposes of either accessing or exiting the Special Events. The Barricade Map is attached hereto as part of **Group Exhibit "A"** and made a part hereof.
- (9) Safety Regulations. The Applicant, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Outdoor Licensed Premises that are required by the Local Liquor Control Commissioner or the Village Manager from time to time for the Special Events. The above-written direction of the Local Liquor Control Commissioner or the Village Manager and any such modifications or other safety-related requirements referred to above shall be incorporated into this Ordinance by reference and made a part hereof for enforcement purposes by the Village and the Local Liquor Control Commissioner.
- (10) Electricity; Lighting. If the Applicant desires to install temporary electric lighting for the Outdoor Licensed Premises, the Director of Community Development, in their discretion, shall approve a lighting plan that shows the type of lighting standards, the location of the lighting standards and the orientation of the lighting standards, including the hoods or covers to the lighting standards, so that the light is focused within the Outdoor Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. If the Applicant desires to use a

Village electrical source, the cost of the electricity shall be the responsibility of the Applicant. The Applicant, at its cost, shall be allowed to locate and operate small power generators in the Outdoor Licensed Premises to supply electrical power to the Special Events.

- (11) Water. If the Applicant desires to use water for the Outdoor Licensed Premises from a Village hydrant, the Village will provide a water meter and the Applicant shall be responsible for the cost of all water used.
- (12) Noise. The noise from the operation of and patrons of the Outdoor Licensed Premises shall be monitored by the Applicant so as to not become a nuisance to surrounding property owners.
- (13) Music. Live music is allowed in the Outdoor Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (14) Additional Regulations. The Corporate Authorities of the Village of Western Springs or the Local Liquor Control Commissioner shall have the right to impose additional regulations and conditions on the Applicant and the Co-Liquor License Holders relative to its retail sale and service of alcoholic liquor any time prior to or during the Special Events.
- (15) Compliance with Regulations. The Applicant and all of its employees or agents, and the Co-Liquor License Holders and all of their employees, who serve or sell beer and wine at the Special Events shall comply with all of the applicable provisions of the Western Springs Municipal Code, including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class "J" (Special Event On Village Owned Property; Beer and Wine Only) Liquor License set forth at Section 4-1-9(J), the applicable provisions of the Illinois Liquor Control Act of 1934, including the State laws governing retail sales and service of alcoholic liquor, and any other conditions or regulations imposed from time to time by the Corporate Authorities of the Village or the Local Liquor Control Commissioner.
- (16) Security - Outdoor Alcoholic Beverage Sales/Consumption Area. The dedicated alcoholic beverage sales/consumption area shall have designated entrance and exit points for the public. During the hours of alcohol sales, an adult (who has completed BASSET/TIPS Training) employed by or working at the direction of the Applicant and the Co-Liquor License Holders shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color-coded wristbands to the people entering the Outdoor Licensed Premises. Color-coded wristbands shall be provided to each person and worn by all persons who enter the Outdoor Licensed Premises and shall be used to designate minors and adults who enter the alcoholic beverage sales/consumption area. Two (2) Western Springs Police Officers will patrol the Outdoor Licensed Premises during the Special Events. The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the two (2) Western Springs Police Officers who will work the Special Events.
- (17) Reimbursement for Special Municipal Services. Beyond the two (2) Western Springs Police Officers, the Village reserves the right to charge the Applicant for special municipal services, such as police, fire, and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Applicant fails to perform its

obligations under this Ordinance. Upon acceptance of the Class “J” Liquor License, the Applicant agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (18) Temporary Use Permit. Pursuant to Section 10-4-5 (F) (Outdoor Cafes) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit (“TUP”) for the Applicant to conduct the Special Events as set forth above in this Ordinance. The Applicant shall comply with the applicable terms, conditions and provisions contained in the TUP as well as the applicable provisions of the Village Code, including the Section 10-4-5 (F) (Outdoor Cafes). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof.
- (19) License and Indemnification Agreement. The Applicant and the Co-Liquor License Holders shall execute a License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Operate A Beer And Wine Retail Sales Tent At Special Event prepared by the Village Attorney, obtain the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$1,000,000 coverage limits), and return the signed Agreement and insurance certificates, with premiums paid in full, to the Village Manager prior to being allowed to sell or serve any alcoholic liquor at the Special Events. The insurance certificate and policy shall name as additional insureds the following entity and individuals: the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents. A copy of the fully executed License and Indemnification Agreement is attached to this Ordinance as **Exhibit “C”** and made a part hereof.

SECTION 3. Repeal of Conflicting Legislation. Any Ordinance, or portion thereof, in conflict herewith is repealed to the extent of such conflict.

SECTION 4. Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any portion of this Ordinance is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication as provided by State law.

PASSED by a roll call vote of the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 2025, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Published by me in pamphlet form on the 24th day of March, 2025.

Edward Tymick, Village Clerk

Draft

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "J" SPECIAL EVENTS LIQUOR LICENSE**

I, the undersigned liquor license applicant, agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "J" Liquor License to the Western Springs Business Association, including each of the conditions set forth in Section 2 above. I understand and agree that the Village of Western Springs has the right to charge the Western Springs Business Association for special municipal services, such as police, fire and public works personnel and services that are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events, or to clean up and dispose of any debris, litter or waste caused by the Special Events in the case where the Western Springs Business Association fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "J" Liquor License, the Western Springs Business Association agrees to pay for such special municipal services provided by the Village of Western Springs which are necessary to protect the health, welfare and safety of the public and those individuals who attend the Special Events. I understand and agree that the charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village of Western Springs, and the Western Springs Business Association shall not object to the payment of such costs.

Western Springs Business Association / Liquor License Applicant

By: _____
Jeff Dulla, President or
Authorized WSBA Board Member

Date: _____, 2025

Group Exhibit "A"

**Liquor License Application,
which includes the Special Event Site Plans**

and

Barricade Maps

Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

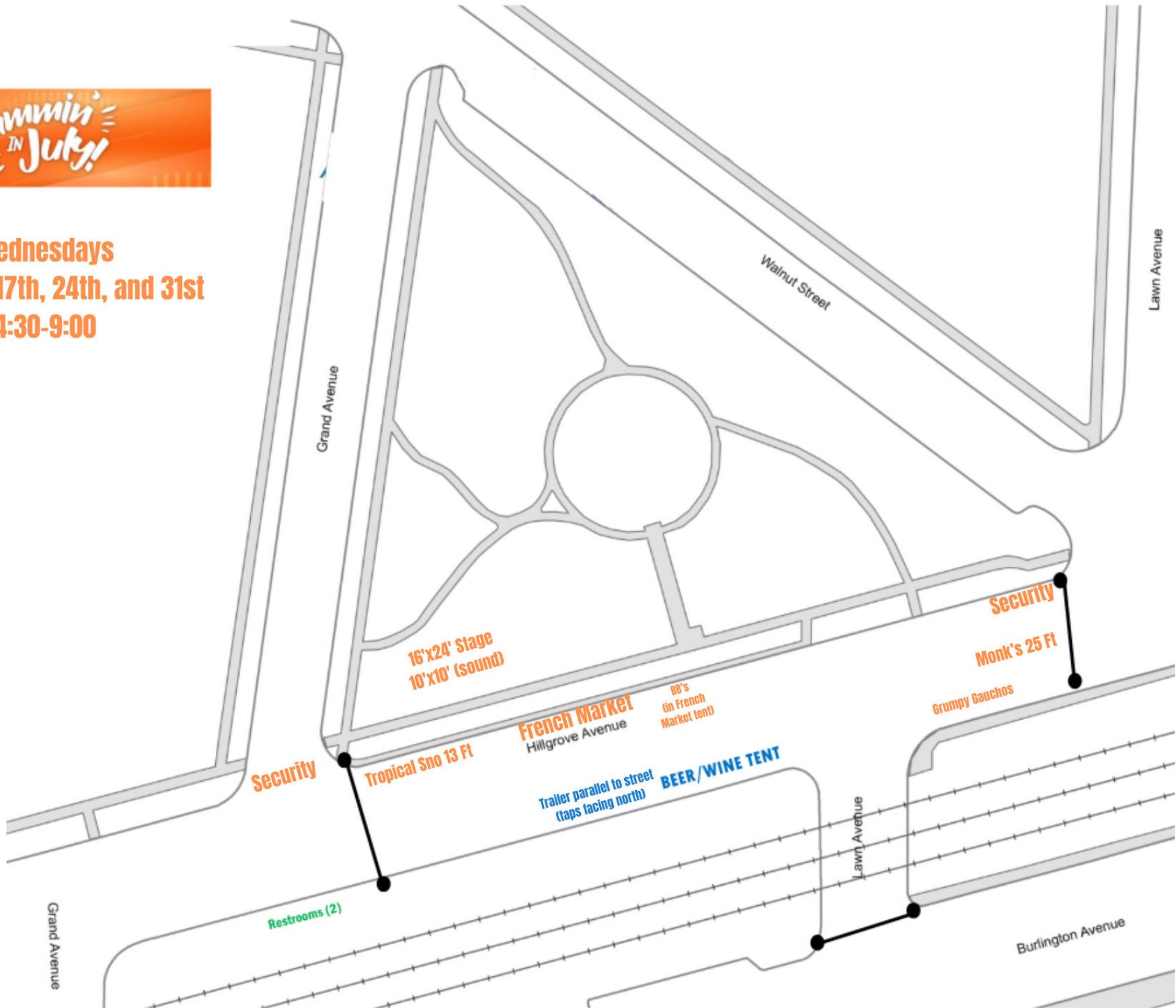
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm





Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



Exhibit “B”

Temporary Use Permit

(attached)

Draft

**Exhibit “B” to
Class “J” (Special Events On Village Owned Property; Beer And Wine Only)
Liquor License Ordinance**

**VILLAGE OF WESTERN SPRINGS
Temporary Use Permit**

Temporary Use Permit for: 2025 Western Springs Business Association Special Events, as follows:

- Gathering on the Green – Friday, June 27, 2025
- Jammin’ in July – Wednesday, July 9, 2025,
Wednesday, July 16, 2025, Wednesday, July 23, 2025
and Wednesday, July 30, 2025
- Winter Wonderland – Saturday, November 29, 2025,
Sunday, November 30, 2025, Saturday, December 6, 2025,
and Sunday, December 7, 2025

Date of Village Board Approval: March 24, 2025

Applicant/Permittee: Western Springs Business Association

Location: Village Tower Green Area, and Hillgrove Avenue Between Lawn Avenue and Grand Avenue, and Portions of Grand Avenue, Lawn Avenue and Walnut Street Adjacent to the Village Tower Green Area

At a Village of Western Springs Board Meeting held on March 24, 2025, the President and Board of Trustees of the Village of Western Springs (the “Village”) voted to approve and issue a Temporary Use Permit (“TUP”) to the Western Springs Business Association (the “WSBA”) to allow the WSBA to operate the following Special Events (collectively the “2025 WSBA Special Events”) to be held on the following dates, or such alternate dates and alternate hours, as approved by the Village President / Local Liquor Control Commissioner:

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 **(Alcohol will be served as part of this Special Event).**
2. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025, and Wednesday, July 30, 2025 **(Alcohol will be served as part of this Special Event).**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, and Sunday, December 7, 2025 **(Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025).**

SUBJECT TO THE CONDITIONS BELOW:

Permit for Special Events

Location: The Permittee's Narrative dated January 9, 2025 and its Site Plans are approved by the Village under this TUP. The Narrative and its Site Plans are attached hereto as **Group Exhibit "A"** and made a part hereof. The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with the attached Narrative and Site Plans ("Outdoor Licensed Premises"), subject to the conditions set forth below.

Conditions:

1. **Co-Liquor License Holders:** The President and Board of Trustees authorize and approve the WSBA selecting one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages during the 2025 WSBA Special Events that are authorized to sell and serve alcohol (collectively the "Co-Liquor License Holders"). Prior to the 2025 WSBA Special Events that are authorized to sell and serve alcohol, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner.
2. **Compliance with Code Regulations:** The Permittee shall locate, construct, maintain and operate the 2025 WSBA Special Events in accordance with applicable laws and regulations, including the provisions of the Western Springs Municipal Code.
3. **Noise; Music:** The noise from the operation of and patrons of the 2025 WSBA Special Events shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.
4. **On-Site Manager:** There shall be an on-site manager for the Permittee physically present at each of the 2025 WSBA Special Events during the hours of operation of the 2025 WSBA Special Events.

Other Conditions that Apply to the 2025 WSBA Special Events:

1. **Notice to Residents: At least fifteen (15) calendar days** prior to the 2025 WSBA Special Events, the Permittee shall provide written notice of the final Village-approved Site Plans and the hours of operation for the 2025 WSBA Special Events to the property owners who live immediately adjacent to or across from the Village Tower Green Area.

Notice shall be required on or before the following dates for the 2025 WSBA Special Events:

- A. Gathering on the Green: on or before June 7, 2025.
- B. Jammin' in July: on or before June 23, 2025.
- C. Winter Wonderland: on or before November 13, 2025.

If it is necessary to conduct the 2025 WSBA Special Events on alternate dates or alternate hours, the Village President / Local Liquor Control Commissioner will select the alternate dates or alternate hours and then the WSBA shall hand deliver written notice of the final Village-approved 2025 WSBA Special Events Site Plan and the alternate dates and alternate hours of operation for the 2025 WSBA Special Events to each of the business owners and residences located within one hundred (100) feet of the Outdoor Licensed Premises at least five (5) days prior to the date of the 2025 WSBA Special Events.

2. **License and Indemnification Agreement and Insurance:** Prior to the execution of this TUP, the Permittees shall each execute and return to the Village a License and Indemnification Agreement

on a Village-approved form and provide proof of insurance as required in the Agreement.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Site Plans may be altered or amended at any time at the direction of the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development in the interest of public safety. The Permittee, at its cost, shall also comply with any modifications or other safety-related requirements pertaining to the Village-approved Site Plans that are required by the Village President, the Village Manager, the Director of Law Enforcement Services, the Director of Fire and EMS Services, or the Director of Community Development.
4. **Reimbursement to Village for Special Costs:** The Village reserves the right to charge the Permittee for special municipal services, such as police, fire, emergency medical services, and public works personnel and services, that are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events or to clean up and dispose of any debris, litter or waste caused by the 2025 WSBA Special Events, in the case where the Permittee fails to perform its obligations in that regard. Upon execution of this TUP, the Permittee agrees to pay for such special municipal services provided by the Village which are necessary to protect the health, welfare and safety of the public and those individuals who attend the 2025 WSBA Special Events. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
5. **Liquor Sales and Consumption.** In conjunction with the WSBA, all Co-Liquor License Holders shall comply with the provisions of **Ordinance Number 25-_____**, which granted to WSBA a Class "J" (Special Events On Village Owned Property; Beer and Wine Only) Liquor License for the purpose of allowing the retail sale and outdoor consumption of beer and wine at the 2025 WSBA Special Events.

IN WITNESS WHEREOF, the Parties hereto have executed this Temporary Use Permit as of the dates set forth below.

VILLAGE OF WESTERN SPRINGS

WESTERN SPRINGS BUSINESS ASSOCIATION

By: _____
Heidi Rudolph
Village President

By: _____
Jeff Dulla
President / Authorized Agent

Date: _____, 2025

Date: _____, 2025

Date of Permit Issuance: _____, 2025

By: _____
Heather Valone

Draft

Group Exhibit “A”

**Western Springs Business Association Narrative
dated January 9, 2025**

and

Site Plans

(attached)

Draft

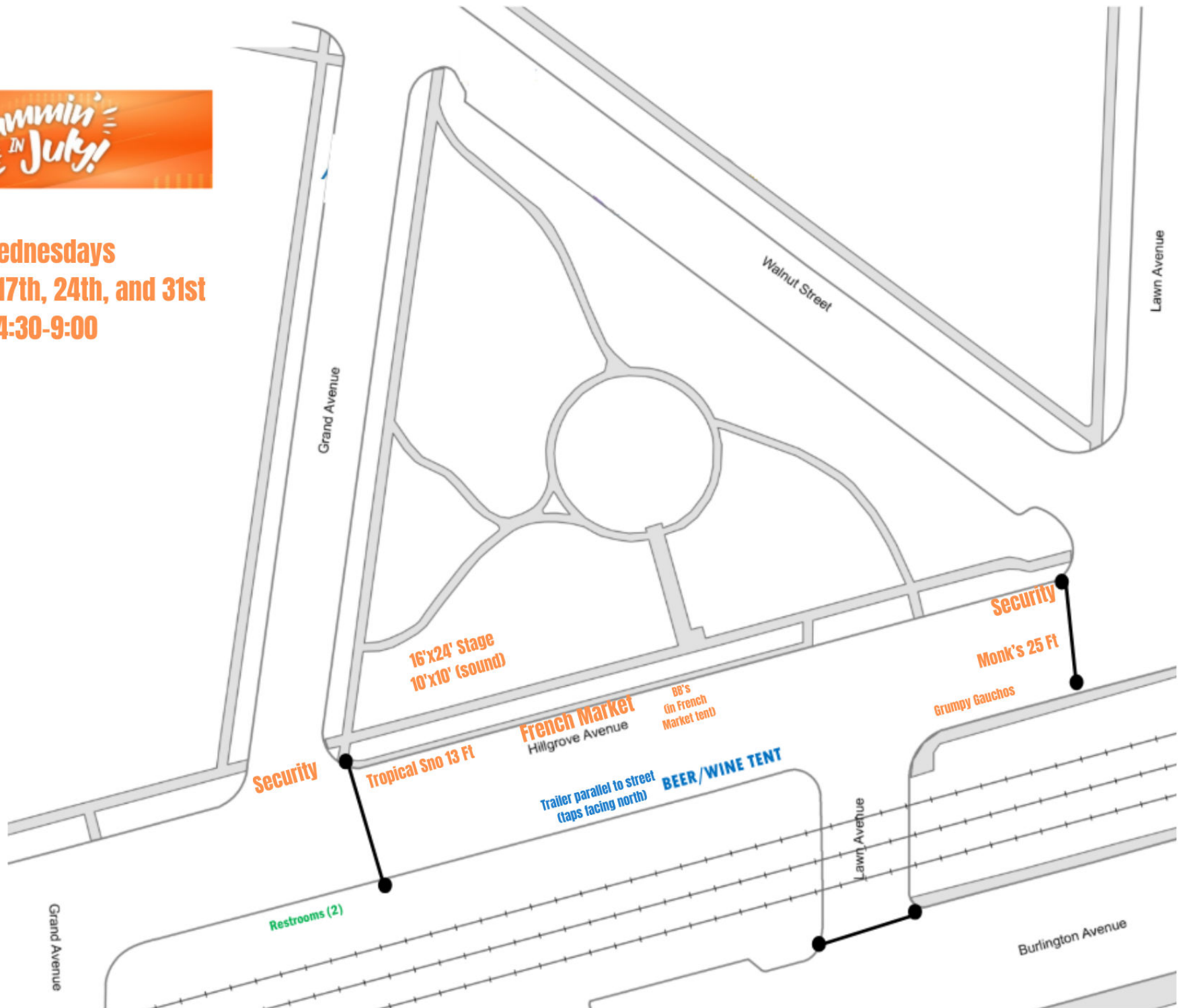
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm





Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



Exhibit “C”

License and Indemnification Agreement

(attached)

Draft

**LICENSE AND INDEMNIFICATION AGREEMENT FOR TEMPORARY USE
OF A PUBLIC RIGHT-OF-WAY TO CONDUCT SPECIAL EVENTS AND TO OPERATE A
BEER AND WINE RETAIL SALES TENT AND ALCOHOLIC BEVERAGE SALES/CONSUMPTION AREA
AT THE GATHERING ON THE GREEN, JAMMIN' IN JULY
AND WINTER WONDERLAND SPECIAL EVENTS**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

This License and Indemnification Agreement ("Agreement") has been entered into this 24th day of March, 2025 by and between the Village of Western Springs, an Illinois municipal corporation (the "Village" or "Licensor"), and the Western Springs Business Association, an Illinois not-for-profit corporation (the "WSBA" or "Special Events Applicant"), who is sponsoring several special events within the Village during calendar year 2025. The WSBA and the Village are collectively referred to at times as the "Parties" and individually as a "Party", in regard to the following:

WHEREAS, the Village owns certain public land, sidewalks, open space and streets commonly known as the "Water Tower Green Area" and portions of the adjacent rights-of-way of Burlington Avenue, Hillgrove Avenue, Grand Avenue, Lawn Avenue and Walnut Street (the "Village ROW Area") in Western Springs, Cook County, Illinois, as shown on the Site Plans attached hereto as Group Exhibit "A" and made a part hereof (the "Licensed ROW Area"); and

WHEREAS, the WSBA operates a not-for-profit corporation promoting the growth of businesses in the Village. WSBA desires to use portions of the Licensed ROW Area, as shown on the attached Site Plans, for the purposes of conducting several special events and operating a beer and wine tent for the retail sale and service of beer and wine and outdoor possession and consumption of beer and wine in an alcoholic beverage sales/consumption area on the Licensed ROW Area only during the 2025 Gathering on the Green and Jammin' in July Special Events ("GG and JJ Special Events"). Alcohol will be served as part of the Winter Wonderland Special Event only on Saturday, December 7, 2025 ("WW Special Event"). The special events are to be held on the following dates during Village-approved hours (collectively, the "Special Events"):

1. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025. **(Alcohol will be served as part of the GG Special Event.)**
2. Jammin' in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025; Wednesday, July 16, 2025; Wednesday, July 23, 2025; and Wednesday, July 30, 2025. **(Alcohol will be served as part of the JJ Special Event.)**
3. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025; Sunday, November 30, 2025; Saturday, December 6, 2025; and Sunday, December 7, 2025. **(Alcohol will be served as part of the WW Special Event only on Saturday, December 6, 2025.)**

The Special Events will be held during the hours set forth above and in Section 1 below. If requested, alternate dates and alternate hours may be approved by the Local Liquor Control Commissioner; and

WHEREAS, as in prior years, WSBA may decide to work with one or more local restaurants, who hold current Village liquor licenses or current liquor licenses issued by other Illinois municipalities, or a current State-licensed alcohol distributor, to assist with the sale at retail and service of alcoholic beverages

during the Special Events (collectively the “Co-Liquor License Holders”). Prior to the Special Events, any such Co-Liquor License Holders must be in good standing in regard to their local and State liquor licenses, and shall complete and submit individual Village liquor license applications to the Village for review and approval by the Local Liquor Control Commissioner; and

WHEREAS, the Special Events Applicant has applied to the Village for and received approval of a Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License to sell at retail and serve beer and wine on the Licensed ROW Area for the Special Events only, subject to certain conditions set forth in **Ordinance No. 2025-_____** (Approval of the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License) (the “Liquor License Ordinance”), attached hereto as **Exhibit “B”** and made a part hereof, and in this Agreement; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Special Events Applicant the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Special Events Applicant a license for the temporary use of the Licensed ROW Area to operate the Special Events and to maintain a beer and wine tent and alcoholic beverage sales/consumption area only during the Special Events, in accordance with the following terms and conditions:

1. Term and License Fee.

A. Date and Times: Provided that the Special Events Applicant and any Co-Liquor License Holders have executed this Agreement and returned it to the Village Manager prior to the Special Events, the Village authorizes the temporary, non-exclusive use of the Licensed ROW Area, as shown on the attached Site Plans, by the Special Events Applicant and any Co-Liquor License Holders to operate the Special Events and to operate a beer and wine tent and alcoholic beverage sales/consumption area on the following dates and hours (as appropriate, the “Special Events Dates”):

- i. Gathering on the Green (Hours of Operation: 4:00 p.m. to 10:00 p.m.): Friday, June 27, 2025 (Alcohol will be served as part of this Special Event).
- ii. Jammin’ in July (Hours of Operation: 5:00 p.m. to 9:00 p.m.): Wednesday, July 9, 2025, Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025 (Alcohol will be served as part of this Special Event).
- iii. Winter Wonderland (Hours of Operation: 12:00 p.m. to 5:00 p.m.): Saturday, November 29, 2025, Sunday, November 30, 2025, Saturday, December 6, 2025, and Sunday, December 7, 2025 (**Alcohol will be served as part of this Special Event only on Saturday, December 6, 2025**).

All sales and service of beer and wine and outdoor possession and consumption of beer and wine shall be limited to the “Outdoor Licensed Premises”, as shown on the attached Site Plans, on the Special Event Dates. The **“last call” deadline** shall be thirty (30) minutes before the closing time of the Special Events. Consumption of beer and wine shall be limited to the Outdoor Licensed Premises during the Special Events Dates. The license fee shall be considered to be included in the payment of the required liquor license fee submitted by the Special Events Applicant to the Village for the Class “J” (Special Events On Village Owned Property; Beer and Wine Only) Liquor License.

B. Setup and Removal: The Special Events Applicant and its employees and agents and any Co-Liquor License Holders and their employees and agents shall be allowed the use of the Licensed ROW Area, as shown on the attached Site Plans, during the **three-hour period immediately prior to the start of each Special Event, or as otherwise allowed by the Village Manager**, only for purposes of setting up the beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events, and shall immediately remove the beer and wine tent and alcoholic beverage sales/consumption area and the other structures required for the Special Events at the conclusion of the Special Events from the Licensed ROW Area. The temporary, non-exclusive license granted under this Agreement to **use the Licensed ROW Area for the Special Events and for a beer and wine tent and alcoholic beverage sales/consumption area terminates one (1) hour after the completion of each Special Event**. The removal of the beer and wine tent and the alcoholic beverage sales/consumption area and other structures required for the Special Events from the Licensed ROW Area shall be **completed by no later than one (1) hour after the conclusion of each Special Event. If any of the Special Events require a stage, the stage shall be removed prior to 11:00 A.M. the next day following the Special Event, or as allowed by the Village Manager.**

C. Termination. This Agreement shall terminate following the conclusion of the last Special Event Date, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Special Events Applicant and any Co-Liquor License Holders set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) below shall survive the termination of this Agreement, until those obligations are fully satisfied by the Special Events Applicant and any Co-Liquor License Holders.

2. Condition of Premises. By taking possession of the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders accept the Licensed ROW Area and the Outdoor Licensed Premises in the condition existing as of each of the Special Event Dates. The Special Events Applicant and any Co-Liquor License Holders acknowledge that they have inspected the Licensed ROW Area and the Outdoor Licensed Premises and acknowledge that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area and the Outdoor Licensed Premises. The Special Events Applicant and any Co-Liquor License Holders acknowledge that the Village has made no representations or promises to the Special Events Applicant and any Co-Liquor License Holders to alter, repave or otherwise improve the condition of the Licensed ROW Area and the Outdoor Licensed Premises.

3. Use. The Special Events Applicant and any Co-Liquor License Holders shall be permitted to the temporary, non-exclusive use of the Licensed ROW Area to operate the Special Events, and the Special Events Applicant and any Co-Liquor License Holders shall be permitted to maintain a beer and wine tent and alcoholic beverage sales/consumption area and other structures required for the Special Events within the Outdoor Licensed Premises on each of the Special Event Dates during the hours authorized above in Section 1. The Special Events Applicant's and any Co-Liquor License Holders' use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, County, State and federal authorities now in force, or which may hereafter be in force,

pertaining to the Licensed ROW Area and the Outdoor Licensed Premises, including the Liquor License Ordinance.

4. Care and Maintenance of Premises. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense and at all times, be responsible for maintaining the Licensed ROW Area and the Outdoor Licensed Premises in good condition, and free from litter and other debris generated by the Special Events. The Special Events Applicant and any Co-Liquor License Holders shall, at their own expense, hire personnel to clean up all litter and debris from patrons and attendees of the Special Events, to wash the Licensed ROW Area and the Outdoor Licensed Premises in order to remove any food or drink residue, and to repair or replace any damaged public property caused during the Special Events.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Special Events Applicant and any Co-Liquor License Holders, at their own expense, shall return and restore the Licensed ROW Area and the Outdoor Licensed Premises to as good condition as existed prior to the start of the Special Event, ordinary wear and tear excepted. The Village Manager shall direct the Special Events Applicant and any Co-Liquor License Holders to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area and the Outdoor Licensed Premises to its previous condition.

6. Compliance with Laws. The Special Events Applicant's and any Co-Liquor License Holders' use of the Licensed ROW Area and the Outdoor Licensed Premises is contingent upon their continuing compliance with all State, County and local regulations relative to the operation of the beer and wine tent(s) for the retail sale and service of beer and wine and the alcoholic beverage sales/consumption area(s) and other structures required for the Special Events, including, but not limited to:

- A. Compliance with all State, County and local laws and regulations pertaining to the serving of beer and wine.
- B. Compliance with the provisions of the Liquor License Ordinance (**Exhibit "B"**), including the "Special Events Site Plan" approved therein.
- C. Compliance with all State, County and Village health code regulations.
- D. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code.

7. Interference With Access. The Special Events Applicant and any Co-Liquor License Holders represent and warrant that its/their use of the Licensed ROW Area and the Outdoor Licensed Premises shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Special Events Applicant and any Co-Liquor License Holders shall maintain within the Licensed ROW Area and the Outdoor Licensed Premises adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police/fire/emergency medical/ambulance personnel and vehicles within the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area and the Outdoor Licensed Premises or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with

the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or sub-letted by the Special Events Applicant and any Co-Liquor License Holders without the prior written consent of the Village, which may be withheld in the Village's absolute discretion. In the event of the Special Events Applicant's and any Co-Liquor License Holder's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area and the Outdoor Licensed Premises at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Special Events.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree as follows:

A. Hold Harmless and Indemnification. The Special Events Applicant and any Co-Liquor License Holders agree to protect, indemnify, save and hold forever harmless the Village of Western Springs and its former, current and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person, including the Special Events Applicant and any Co-Liquor License Holders and its/their officers, officials, employees, contractors, subcontractors, volunteers and agents, arising out of or relating to the Special Events and any activities associated with the Special Events, including but not limited to the retail sale, service and consumption of alcohol as part of the Special Events.

B. Risk Of Injury. The Special Events Applicant and any Co-Liquor License Holders assume the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

C. Waiver Of Claims. The Special Events Applicant and any Co-Liquor License Holders agree to waive and relinquish any and all claims or causes of action of any kind that they or their officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

D. Release From Liability. The Special Events Applicant and any Co-Liquor License Holders fully release and discharge the Village and the Village Affiliates from any and all claims or causes of action of any kind, including, but not limited to, illness, injury, death, damages or losses which the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Special Events or the use of the Licensed ROW Area or the Outdoor Licensed Premises or any other public rights-of-way in the Village that are used for or to access the Special Events.

11. Insurance. During the term of this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies, in its endorsements and on its certificates that it is required to maintain for the Special Events as noted below. The Special Events Applicant and any Co-Liquor License Holders shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability (\$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate).
- B. Umbrella Coverage (\$1,000,000.00 per occurrence and \$1,000,000.00 in aggregate).
- C. Workers’ Compensation – Statutory (The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage).
- D. Dram Shop - Statutory (or at least \$1,000,000.00 minimum limit per Section 4-1-20 (Insurance Requirements) of the Municipal Code). **(The Special Events Applicant and any Co-Liquor License Holders shall provide this coverage for the Special Events only.)**

The Special Events Applicant and any Co-Liquor License Holders shall furnish certificates of insurance (and policies, if requested), with premiums paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** and made a part hereof. The Special Events Applicant and any Co-Liquor License Holders shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Special Events Applicant and any Co-Liquor License Holders shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Special Events Applicant’s and any Co-Liquor License Holder’s policy or policies of insurance shall specifically recognize and cover the Special Events Applicant’s and any Co-Liquor License Holder’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Special Events Applicant and any Co-Liquor License Holders shall be primary and exclusive for these Special Events. The Village’s insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall not contribute to or be available for use in any claims since the Village is not serving any alcohol nor is it an employer of any of employees of the Special Events Applicant and any Co-Liquor License Holders.

All Certificate(s) of Insurance shall contain the following endorsement: “Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Special Events Applicant’s and any Co-Liquor License Holders’ failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of the Special Events Applicant and any Co-Liquor License Holders shall be primary to the Village’s own insurance.

12. Alterations. The Special Events Applicant and any Co-Liquor License Holders shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area and the Outdoor Licensed Premises, which consent may be withheld in the Village’s

sole discretion. All alterations and additions to the Licensed ROW Area and the Outdoor Licensed Premises, whether temporary or permanent in character and whether made or paid for by the Special Events Applicant or any Co-Liquor License Holders or the Village, shall, without compensation to Special Events Applicant and any Co-Liquor License Holders, become the Village's property upon installation on the Licensed ROW Area or the Outdoor Licensed Premises and shall, unless the Village requests its/their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Special Events Applicant and any Co-Liquor License Holders shall pay for all alteration work. Upon completion of all alteration work, the Special Events Applicant and any Co-Liquor License Holders shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Special Events Applicant and any Co-Liquor License Holders shall not permit any mechanics lien to be filed against the Licensed ROW Area and the Outdoor Licensed Premises, and they agree to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys' fees in connection with the Village's involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Special Events Applicant and any Co-Liquor License Holders and its/their agents that, if the Special Events Applicant and any Co-Liquor License Holders perform any alterations to the Licensed ROW Area and the Outdoor Licensed Premises, the Special Events Applicant and any Co-Liquor License Holders agree to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Special Events Applicant and any Co-Liquor License Holders or its/their officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village's Licensed ROW Area and the Outdoor Licensed Premises to the full extent possible under the provisions of this Section 10 and Section 12 below.

The Special Events Applicant and any Co-Liquor License Holders shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Special Events Applicant and any Co-Liquor License Holders or occurrences shall constitute an "Event of Default":

- A. Failure or refusal by the Special Events Applicant and any Co-Liquor License Holders to comply with any of its/their obligations set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Special Events Applicant and any Co-Liquor License Holders in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of the Special Events Applicant's and any Co-Liquor License Holders' obligations hereunder; or

- C. The commencement by the Special Events Applicant and any Co-Liquor License Holders of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Special Events without a rescheduled date.

14. Village's Remedies on Default. If the Special Events Applicant and any Co-Liquor License Holders default in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Events of Default, the Village shall give the Special Events Applicant and any Co-Liquor License Holders written or verbal notice of such default; and if the Special Events Applicant and any Co-Liquor License Holders do not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Special Events Applicant and any Co-Liquor License Holders shall promptly remove their personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area and the Outdoor Licensed Premises.

15. Non-Waiver. Failure by the Special Events Applicant and any Co-Liquor License Holders or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Special Events Applicant and any Co-Liquor License Holders and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area or the Outdoor Licensed Premises, or because of any act, which may arise out of the possession of the Licensed ROW Area or the Outdoor Licensed Premises, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for any subsequent special event(s).

18. Notices. Any notice which any Party may or is required to give shall be given by hand delivery or mailing the same, by United States Certified Mail, postage prepaid, to the Special Events Applicant and any Co-Liquor License Holders at their current business address or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Special Events Applicant and any Co-Liquor License Holders. The Special Events Applicant and any Co-Liquor License Holders agree that, in the event the Village exercises its right to terminate this Agreement, the Special Events Applicant and any Co-Liquor License Holders agree to restore the Licensed ROW Area and the Outdoor Licensed Premises to its condition as of

the Special Event Dates, as required by Section 5 above. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

22. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Special Events Applicant and any Co-Liquor License Holders or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible as evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date. This Agreement shall become effective upon the date of execution by the last signatory below, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Parties below have executed this Agreement on behalf of the Village of Western Springs and the Western Springs Business Association.

VILLAGE OF WESTERN SPRINGS

**WESTERN SPRINGS
BUSINESS ASSOCIATION**

By: _____
Heidi Rudolph, Village President

By: _____
Jeff Dulla , President

Date: March 24, 2025.

Date: _____, 2025.

NOTE: The Acknowledgement and Signature Pages to this Agreement for each Co-Liquor License Holder of a Class "J" Special Events Liquor License shall be attached to this Agreement following this page and shall be incorporated into this Agreement by reference.

**Acknowledgement and Signature Page
for the Co-Liquor License Holder
of a Class "J" Special Events Liquor License
to the License And Indemnification Agreement
for Temporary Use of A Public Right-Of-Way
to Conduct Special Events and to Operate A Beer And Wine Retail Sales Tent
And Alcoholic Beverage Sales/Consumption Area at
the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events**

**[Western Springs Business Association for 2025 Special Events:
Gathering on the Green, Jammin' in July and Winter Wonderland Special Events]**

I, the undersigned Co-Liquor License Holder, agree to comply with and fulfill each and every term, condition and obligation set forth above in the attached License And Indemnification Agreement For Temporary Use Of A Public Right-Of-Way To Conduct Special Events and To Operate A Beer And Wine Retail Sales Tent And Alcoholic Beverage Sales/Consumption Area At the Gathering on the Green, Jammin' in July and Winter Wonderland Special Events and the Village Ordinance granting a Class "J" Liquor License to the Western Springs Business Association for the 2025 Special Events.

NAME: _____ d/b/a _____

By: _____
Jeff Dulla
President / Authorized Officer

Date: _____, 2025

Group Exhibit "A"

Site Plans of Licensed ROW Area to be used for the Special Events

Site plans from 2024 provided for reference. Site plans for 2025 events will be provided at least 15 days in advance of the event for Village staff review and approval

(attached)

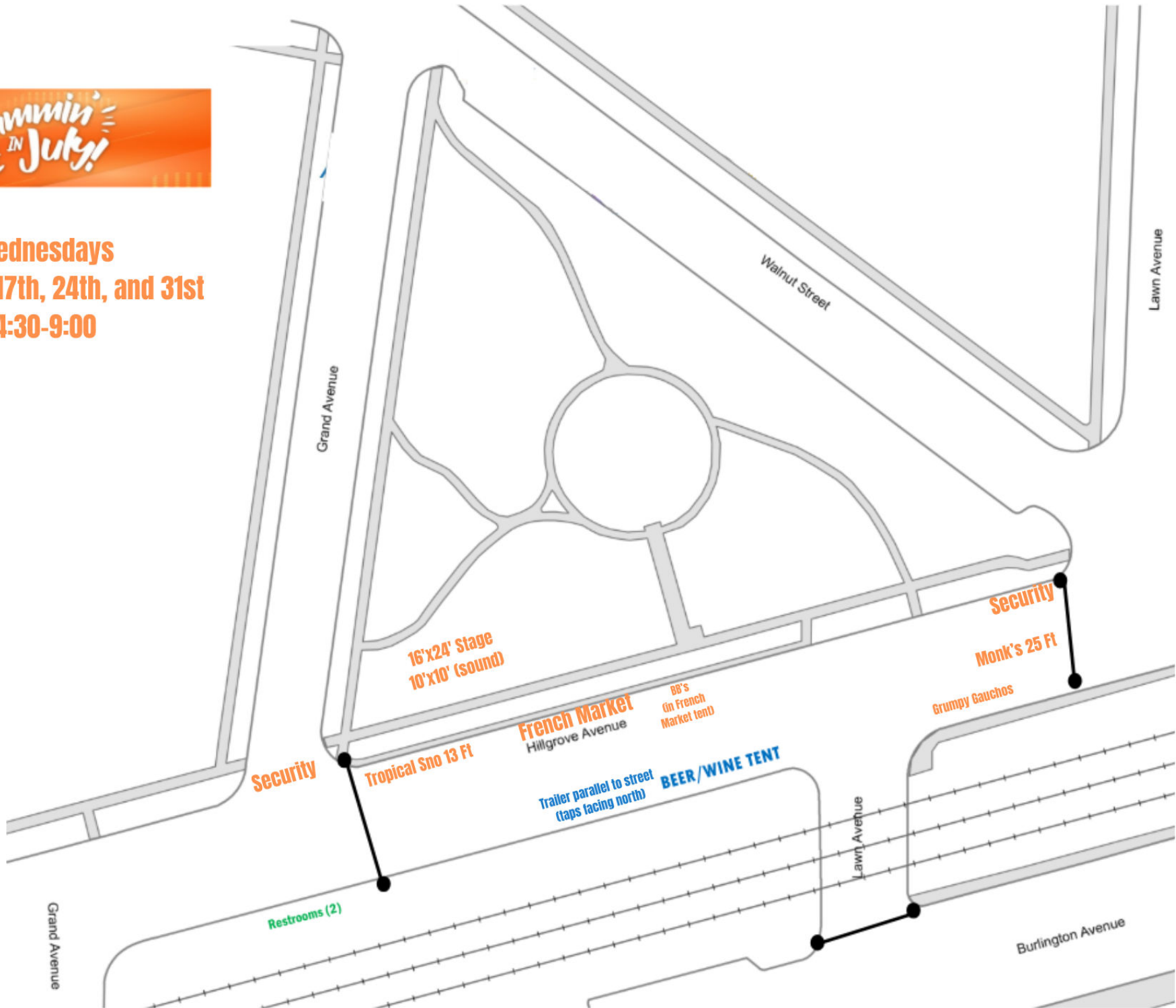
Gathering on the Green

Remove orange barricades at 2pm
Place cement barriers at 2pm





Wednesdays
July 10th, 17th, 24th, and 31st
4:30-9:00



WSBA'S Winter Wonderland 2024



Exhibit "B"

Ordinance No. _____

**Approval of the Class "J"
(Special Events On Village Owned Property; Beer and Wine Only)
Liquor License**

(attached)

Draft

Exhibit "C"

Insurance Certificates

(attached)

Draft



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Peterson & Associates Insurance Agency, Inc.
1000 Hillgrove, Suite 200
Western Springs, IL 60558

CONTACT NAME: Craig Peterson
PHONE (A/C, No, Ext): (708) 286-1300 **FAX (A/C, No):** (708) 286-1301
E-MAIL ADDRESS: craig@petersonandassociates.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United States Liability Co.	
INSURER B: Mt Vernon Fire Insurance Co.	
INSURER C: National Specialty Ins. Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Western Springs Business Association
PO Box 172
Western Springs, IL 60558

COVERAGES

CERTIFICATE NUMBER:**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR	X		NBP1556488F	03/16/24	03/16/25	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE	X		XL2560805B	09/28/23	09/28/24	AGGREGATE \$ 1,000,000
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Special Event Liquor Liability	X		JFL/LIQ/242574	06/20/24	06/20/25	\$1,000,000 per occurrence \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Liquor Liability Insurance for the above named insured's, covering: Gathering on the Green, 6/21/2024; Jammin in July Events on 7/10/24; 7/17/24; 7/24/24; 7/31/24 and Winter Wonderland, 12/7/24. All events held at the Tower Green, Western Springs. The Village of Western Springs, its former, current, and future officers, appointed and elected officials, president and trustees, employees, volunteers, attorneys, engineers and agents are listed as additional insured.

CERTIFICATE HOLDER

Village of Western Springs
740 Hillgrove Ave
Western Springs, IL 60558

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Ordinance now on file in my office, entitled:

ORDINANCE NO. 25-_____

**AN ORDINANCE APPROVING THE CREATION OF A
CLASS "J" (SPECIAL EVENTS ON VILLAGE OWNED PROPERTY; BEER AND WINE ONLY)
LIQUOR LICENSE FOR ISSUANCE TO THE WESTERN SPRINGS BUSINESS ASSOCIATION FOR
THE 2025 GATHERING ON THE GREEN, JAMMIN' IN JULY AND WINTER WONDERLAND SPECIAL EVENTS
TO BE CONDUCTED ON THE VILLAGE TOWER GREEN AREA AND PORTIONS OF THE ADJACENT
RIGHTS-OF-WAY OF HILLGROVE AVENUE, LAWN AVENUE, GRAND AVENUE AND WALNUT STREET
AND APPROVING THE RELATED TEMPORARY USE PERMIT AND LICENSE AND INDEMNIFICATION
AGREEMENT FOR THE SPECIAL EVENTS
(Gathering on the Green: Friday, June 27, 2025; Jammin' in July: Wednesday, July 9, 2025,
Wednesday, July 16, 2025, Wednesday, July 23, 2025 and Wednesday, July 30, 2025;
and Winter Wonderland: Saturday, December 6, 2025)**

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same, and that it has been published by me in pamphlet form on the date set forth below.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs this ____ day of March, 2025.

[SEAL]

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 6, 2025

AGENDA ITEM D.2.

To: General Government Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Daisy Chavez, Assistant to the Village Manager

RE: Personnel Policy & Procedures Manual Update

Recommendation

Consider a recommendation to approve the 2025 update to the Personnel Policy & Procedures Manual.

Summary

Background

The Personnel Policy & Procedures Manual is a comprehensive document used to guide employees with the required policies and certain benefits of employment with the Village of Western Springs. During the past eleven years, the Village Board approved updates to the manual including those that were the result of changing laws such as the Harassment Prevention policy and, most recently, the Chapter 5 of this manual which governs policies for Paid Leave. Many chapters of the manual have not been updated since 2013, with updates to the law being implemented under separate administrative policies. The Village Manager's Office team prepared an updated manual for consideration by the Village Board which incorporates changes in state/federal laws and policy changes proposed by the Village Manager. Each policy was reviewed in detail by the Village Labor Attorney Jill Leka. Feedback received from Department Directors and HR consultant Stephana Przybylski was considered at multiple steps in the update process. Benefits-related policies were also reviewed by the Horton Group's compliance team.

Summary of Proposed Changes

The proposed changes are found throughout the manual and include updates to comply with current state/federal law. The list below is a brief overview of major changes:

- Comprehensive updates to identified titles (i.e. Department Director) to adhere to the current organizational structure.
- Replacement of gender-specific identifiers (i.e. replaced he/she with they/them).
- Employee Definitions - Includes regular part-time and Paid On-Call Firefighter positions.
- Non-Harassment, Discrimination and Other Inappropriate Behavior - Updated to include all current state/federal standards and combine a separate administrative policy into the manual.

- Drug Free Workplace Policy - Updated to include language related to cannabis.
- Paid Leave - Chapter 5 was updated in 2024, but minor edits were made to Bereavement Leave, due to changes in the law, and to Personal Time, to better identify when that time is available to new employees.
- Americans with Disability Act (ADA) Compliance - Added section to adhere to current state/federal ADA standards.
- Travel and Conference Policy - Removed the full policy which is currently attached as an appendix. Staff is in the process of updating the policy and it will remain referenced in this manual, The policy will reside in the Administrative Policy Manual to allow for changes to be made from time to time with approval by the Village Manager.
- Tuition Reimbursement Policy - Removed the full policy which is currently attached as an appendix. Staff is in the process of updating the policy and it will remain referenced in this manual. The policy will also reside in the Administrative Policy Manual to allow for changes to be made from time to time with approval by the Village Manager.
- Victims' Economic Security and Safety Act (VESSA) - Updated to adhere to current state/federal standards.

Financial Impact

None.

Recommended Motion

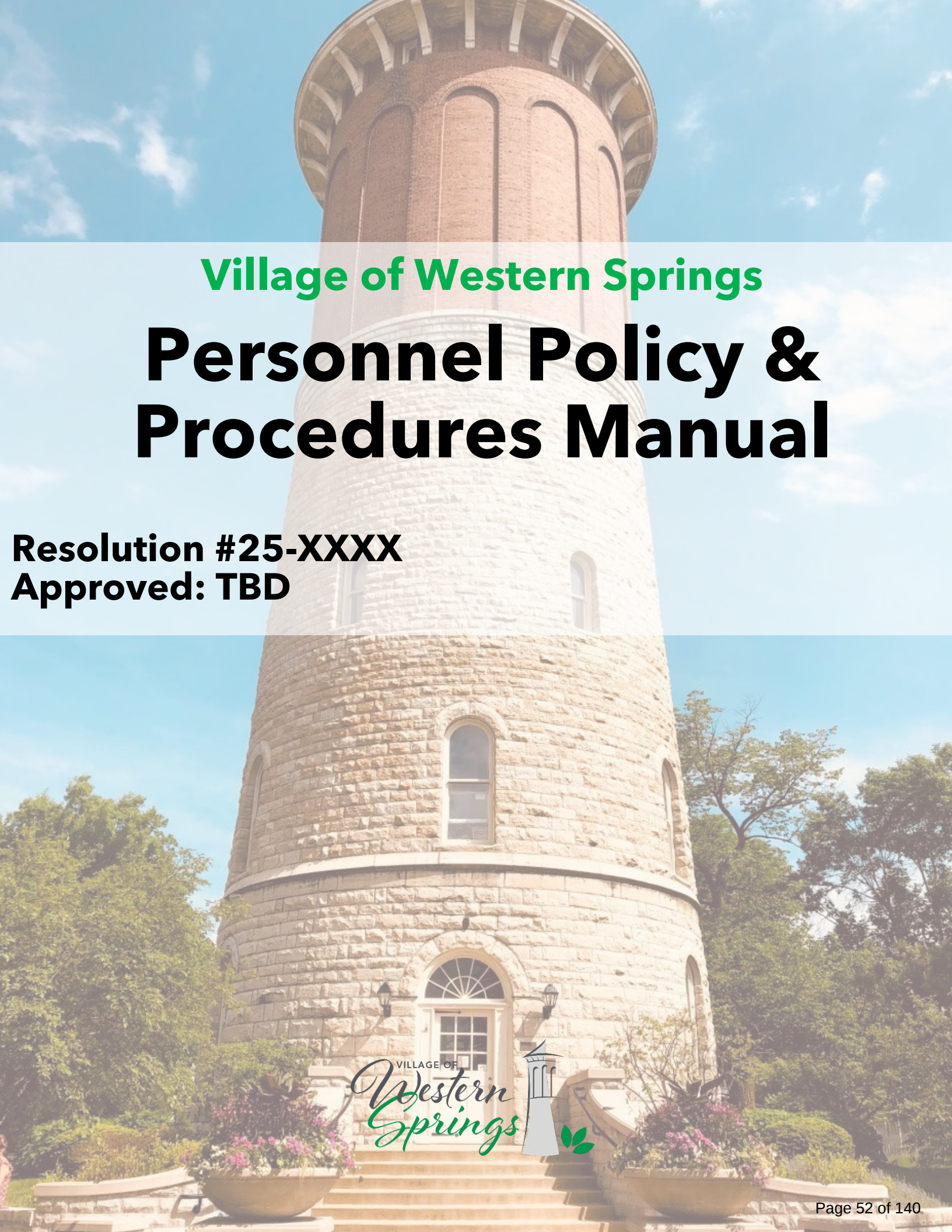
I move to recommend to the Village Board the approval of the updates to the Personnel and Policies Procedure Manual.

Strategic Plan Alignment

- Organizational Development

File Attachments

1. Proposed Personnel Policies and Procedures Manual (2.25.25)



Village of Western Springs

Personnel Policy & Procedures Manual

Resolution #25-XXXX
Approved: TBD



This page intentionally left blank

WELCOME and congratulations on becoming a valued member of the work team of the Village of Western Springs!

The Village takes pride in the abilities, dedication and accomplishments of its employees. Now, as a member of this group, you will be called upon to make a significant contribution to the continuing progress, sustainability, and growth of our community.

As a Village employee, your most important responsibility is to the residents of our community. Our residents care very much for their homes, neighbors, schools, parks, library, and commercial areas and deserve the highest level of service a local government can provide. We always regard residents and visitors in our community with courtesy and consideration and make every effort to respond their concerns. We know from experience that you will find these attributes returned in kind by our residents.

Always remember, when encountering visitors, residents and business owners/employees, that you might be their first or only contact with the Village government. Therefore, your interactions shape how residents perceive the Village as a whole. Your professionalism and attitude directly reflect on the entire Village organization and community. The trust and confidence of our residents rely on your commitment to the highest quality service.

We are excited to have you on board and look forward to working together.

Welcome to the Western Springs team!

This page intentionally left blank

THE VILLAGE OF WESTERN SPRINGS
PERSONNEL POLICY & PROCEDURE MANUAL
TABLE OF CONTENTS

CHAPTER 1 -	GENERAL INFORMATION	1
SECTION 1.1.	PURPOSE.....	1
SECTION 1.2.	POSITIONS COVERED BY THESE RULES AND REGULATIONS.....	2
SECTION 1.3.	ORGANIZATION OF VILLAGE GOVERNMENT	2
SECTION 1.4.	ADMINISTRATION OF MANUAL	2
SECTION 1.5.	EQUAL EMPLOYMENT OPPORTUNITY	3
SECTION 1.6.	NON-HARASSMENT	3
SECTION 1.7.	PROHIBITION ON RETALIATION AGAINST A WHISTLEBLOWER	7
SECTION 1.8.	DRUG FREE WORKPLACE POLICY	9
SECTION 1.9.	WORKPLACE VIOLENCE	13
SECTION 1.10.	WORKPLACE INSPECTIONS	14
SECTION 1.11.	SMOKE FREE ILLINOIS ACT	14
SECTION 1.12.	EMPLOYMENT OF RELATIVES OF OFFICIALS	14
SECTION 1.13.	CITIZENSHIP AND RESIDENCY	17
SECTION 1.14.	MEDIA AND LEGISLATIVE REPRESENTATION	17
SECTION 1.15.	AMERICANS WITH DISABILITY ACT COMPLIANCE	18
SECTION 1.16.	RELIGIOUS ACCOMODATIONS.....	19
SECTION 1.17.	DEFINITIONS.....	19
CHAPTER 2 -	EMPLOYMENT & ADMINISTRATIVE POLICIES.....	20
SECTION 2.1	MEDICAL EXAMINATIONS.....	20
SECTION 2.2	PROBATIONARY PERIOD	21
SECTION 2.3.	HOURS OF WORK.....	23
SECTION 2.4.	WORK PERIODS.....	23
SECTION 2.5.	PAY PERIODS	24
SECTION 2.6.	UNIFORM ALLOWANCE.....	24
SECTION 2.7.	PERSONNEL FILES	24
SECTION 2.8.	PERFORMANCE EVALUATION	26

SECTION 2.9.	TRAVEL AND CONFERENCE POLICY	26
SECTION 2.10.	DRIVER'S LICENSE VERIFICATION	27
SECTION 2.11.	VILLAGE VEHICLE USE	27
SECTION 2.12.	MILEAGE REIMBURSEMENT.....	28
SECTION 2.13.	USE OF VILLAGE TELEPHONE - PERSONAL CALLS	28
SECTION 2.14.	TECHNOLOGY RESOURCES.....	28
SECTION 2.15.	SAFE WORKPLACE	28
SECTION 2.16.	REPORTS OF INJURY AND ACCIDENTS	29
SECTION 2.17.	OUTSIDE EMPLOYMENT	30
SECTION 2.18.	GIFTS & GRATUITIES	30
SECTION 2.19.	ECONOMIC INTERESTS.....	32
SECTION 2.20.	POLITICAL ACTIVITY	32
CHAPTER 3 -	PAY PLAN.....	32
SECTION 3.1	COMPENSATION.....	32
SECTION 3.2.	OVERTIME PAY.....	32
SECTION 3.3.	COMPENSATORY TIME	33
CHAPTER 4 -	BENEFITS.....	34
SECTION 4.1	HEALTH AND LIFE INSURANCE.....	34
SECTION 4.2.	EMPLOYEE ASSISTANCE PROGRAM.....	34
SECTION 4.3.	RETIREMENT/PENSION FUNDS.....	34
SECTION 4.4.	DEFERRED COMPENSATION	35
SECTION 4.5.	INSURANCE CONTINUATION	35
SECTION 4.6.	WORKER'S COMPENSATION	35
SECTION 4.7.	PUBLIC EMPLOYEE DISABILITY ACT AND/OR PUBLIC SAFETY EMPLOYEES BENEFIT ACT.....	36
SECTION 4.8.	DEATH BENEFIT	36
SECTION 4.9.	TUITION REIMBURSEMENT	36
CHAPTER 5 -	PAID LEAVE.....	36
SECTION 5.1	VACATION POLICY	36
SECTION 5.2	HOLIDAYS.....	39
SECTION 5.3	PERSONAL DAYS	40
SECTION 5.4.	SICK LEAVE.....	41

SECTION 5.5.	SAFETY INCENTIVE	44
SECTION 5.6.	BEREAVEMENT LEAVE.....	45
SECTION 5.7.	JURY DUTY OR WITNESS DUTY	45
CHAPTER 6 -	UNPAID LEAVE.....	46
SECTION 6.1	FAMILY LEAVE (FMLA)	46
SECTION 6.2.	GENERAL LEAVE OF ABSENCE.....	49
SECTION 6.3.	VESSA LEAVE.....	51
SECTION 6.4.	MILITARY LEAVE	55
SECTION 6.5.	ADDITIONAL LEAVES (SCHOOL VISITATION, BLOOD/ORGAN DONATION, ETC.)	55
CHAPTER 7 -	DISCIPLINARY AND SEPARATION ACTION	55
SECTION 7.1	DISCIPLINE.....	55
SECTION 7.2.	GRIEVANCE PROCEDURE	60
SECTION 7.3.	REDUCTION IN FORCE.....	61
SECTION 7.4.	RESIGNATION	61
SECTION 7.5.	ABANDONMENT OF POSITION.....	61
SECTION 7.6.	RETURN OF VILLAGE PROPERTY	62
SECTION 7.7.	EXIT INTERVIEW	62
SECTION 7.8.	FINAL PAY	62
SECTION 7.9.	REINSTATEMENT	62

CHAPTER 1 - GENERAL INFORMATION

SECTION 1.1 PURPOSE

The purpose of this manual is to familiarize the employee with the policies and benefits of the Village of Western Springs. This manual does not, and is not intended to cover every aspect of Village operations. Nothing in this manual is intended to, or shall create any contractual obligations of any kind and all provisions in the manual are subject to change by the Village at any time, with or without notice, if it is in the best interests of the Village to do so. No policy, benefit, or procedure set forth in the manual implies or may be construed to imply this manual to be an obligation of the Village or an employment contract. No promise of employment or employment-related benefit(s) for any specific period of time is offered, established, or to be implied, in or from anything in this manual. No representative of the Village has any authority to enter into any agreement for employment for any specified period of time or agreement for remuneration or any other benefit of employment, except its Village Manager and Board of Trustees, and even then, only if that agreement is in writing and is signed by the Village President and the employee. Any oral or written statements or promises to the contrary are expressly disavowed and should not be relied upon by any existing or prospective employee. All employees of the Village, unless otherwise provided in a collective bargaining agreement or a written employment agreement approved by the Village President and Board of Trustees, shall remain "at will" employees - meaning that the employment relationship can be terminated by either party at any time, for any reason, with or without cause, and with or without notice.

In the event any of the provisions of this manual conflict with the laws of the State of Illinois or the Federal Government, the latter shall take precedence.

Any questions regarding policies or benefits should be discussed with the Supervisor, Department Director or the personnel officer.

AT-WILL EMPLOYMENT STATEMENT

This Handbook is not intended to create any sort of contract of employment. Your employment with the Village is voluntary and is subject to termination by you or the Village at will, with or without cause, and with or without notice, at any time, unless otherwise stated in a collective bargaining agreement or other written agreement applicable to you. Nothing in these policies shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of Village employees. These personnel policies are not intended to be a contract of employment.

SECTION 1.2 POSITIONS COVERED BY THESE RULES AND REGULATIONS

These personnel rules and regulations shall apply to all positions in the Village employment now existing or hereafter created.

For classified personnel who are subject to the provisions of the rules and regulations of the Board of Fire and Police Commissioners, the provisions of these personnel rules and regulations shall apply when not inconsistent with, or contrary to the provisions of the rules and regulations of the Board of Fire and Police Commissioners or when the BFPC rules are silent on a topic.

For employees covered by a separate collective bargaining agreement, the non-economic provisions of these policies shall apply except in the event of a specified conflict with the provisions of these personnel rules and regulations. If there is a conflict, the non-economic provisions of the collective bargaining agreement shall apply. Additionally, Village departments may establish working regulations and operating procedures to supplement the rules and regulations set forth in this Manual.

SECTION 1.3 ORGANIZATION OF VILLAGE GOVERNMENT

The Village of Western Springs was incorporated in 1886 under the general Illinois Statutes governing cities and villages. It adopted the Council-Manager form of government in 1948.

The Village legislative and governing body is comprised of a President, six (6) Trustees (the "Village Board"), and a Village Clerk. All elected Village officers serve four-year staggered terms.

The Village Manager is the Chief Administrative Officer of the Village and is responsible for the management of all Village operations, under the policy direction of the Village President and the Board of Trustees.

Directors are appointed to administer the various Village operating areas under the direction of the Village Manager for the service needs and responsibilities assigned to their department.

SECTION 1.4 ADMINISTRATION OF MANUAL

All employees of the Village are expected to comply with the policies and procedures contained in this Manual. Department Directors and supervisors are responsible for administering these policies in a consistent manner, although Department Directors may adopt departmental working regulations and operating procedures to supplement these policies. Supervisors are responsible for administration of the policies on a day-to-day basis, and the Village encourages employees to approach

supervisors with questions about this Manual or any other aspect of their employment. In all regards, the Village Manager has the ultimate administrative responsibility for the interpretation of these personnel rules and regulations.

SECTION 1.5 EQUAL EMPLOYMENT OPPORTUNITY

The Village of Western Springs is committed to the principles of equal employment opportunity and will treat all employees and qualified applicants equally regardless of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, citizenship status, unfavorable discharge from military service, pregnancy, marital status, order of protection status, family responsibilities and reproductive health decisions or any other category or characteristic protected by applicable federal, state or local law. It is the Village's policy to comply fully with all federal, state and local laws and ordinances which ban discrimination and harassment in the workplace.

This policy applies to all employment decisions and practices, including but not limited to recruiting, hiring, advertising, promotion, training, employee development, compensation, reductions in force, discipline and termination.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their supervisor or the personnel officer. Any form of retaliation against an employee is strictly prohibited; therefore, employees can raise concerns and make reports without fear of reprisal. Any employee found to be engaging in any type of discriminatory conduct contrary to this policy will be subject to disciplinary action up to and including termination of employment. The complaint reporting procedure is set forth in Section 1.6.

SECTION 1.6 NON-HARASSMENT, DISCRIMINATION AND OTHER INAPPROPRIATE BEHAVIOR

The Village of Western Springs is committed to maintaining an environment free from discrimination and harassment. In keeping with this commitment, the Village will not tolerate any form of discrimination or harassment that violates this policy. This policy prohibits any employee, supervisor, elected official, contractor, vendor, client, customer or other person to discriminate against or harass any employee of the Village of Western Springs and prohibits third parties from discriminating against or harassing employees.

Discrimination occurs when an individual is treated differently based on the individual's protected status. Harassment is a form of discrimination. Harassment occurs when a tangible employment action and/or any unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, including race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability,

citizenship status, unfavorable discharge from military service, pregnancy, marital status, order of protection status or any other category or characteristic protected by applicable federal, state or local law. The Village will not tolerate harassing conduct that results in tangible employment action (e.g. a change in employment status), that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive work environment.

Prohibited conduct includes, but is not limited to: unwelcome touching, gestures, epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status; written or graphic material circulated in hard copy or via any electronic or digital means, available on the Village's computer system, or posted or distributed within or outside the workplace, including but not limited to email, social media or texting that shows hostility toward a person or persons because of their protected status.

Even where the conduct is not sufficiently severe or pervasive to constitute actionable harassment under the law, the Village discourages any such conduct.

Sexual harassment deserves special mention. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct based on sex constitutes sexual harassment 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.

Harassing conduct based on gender may or may not be sexual in nature, however, this policy prohibits harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also prohibited by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or different genders. This policy prohibits harassment based on gender regardless of whether it rises to the level of a legal violation. The Village considers the following conduct to represent some of the types of acts that violate the Harassment Policy:

- Physical assaults of a sexual nature including but not limited to rape, sexual battery, molestation; intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, etc.;
- Unwanted sexual advances, propositions or other sexual comments including, but not limited to sexually oriented gestures, noises, remarks, jokes, or comments or verbal abuse of a sexual nature. Also included are preferential treatment and promises of a preferential treatment to an employee for submitting to sexual conduct;

- Sexual or discriminatory displays or publications anywhere in or outside the workplace or via any electronic, social media or digital communication by a Village employee including but not limited to pictures, posters, calendars, graffiti, objects, reading materials, or other materials that are sexually suggestive, demeaning, or pornographic.

Everyone is responsible for contributing to a workplace that is free from prohibited discrimination or harassment. Every employee and third party are expected to refrain from any behavior or conduct that could reasonably be interpreted as prohibited harassment or discrimination; no employees, not even the highest ranking people in the Village or third parties are exempt from the requirements of this policy.

Employees are expected to come forward promptly and report any problems pursuant to this policy before the behavior becomes severe or pervasive. All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need- to -know basis. Complaints need not be limited to someone who is the target of the offending conduct; anyone who observes a possible violation of this policy is also required to report such conduct. If an employee or third party experiences or witnesses any conduct, they believe is inconsistent with this policy, the Village expects the employee to promptly notify the personnel officer or Village Manager in writing or orally. This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination, but the Village does encourage employees to tell an offender that the conduct is unwelcome. Any supervisor who receives a complaint, observes conduct or is informed of conduct that may be inconsistent with this policy is expected to promptly report such conduct to the personnel officer or Village Manager. A supervisor's failure to make a report constitutes a violation of this policy. There should be no assumption by an employee that the Village is aware of an incident if the employee fails to report it.

In addition to the process outlined above, elected and appointed officials should notify the Village Manager directly of any allegations of harassment or discrimination by another elected or appointed official. After receiving the complaint, the Village Manager will initiate an investigation using an outside qualified investigator not employed by the Village or elected to a Village office. The outcome of the independent review will be reported to the corporate authorities.

All reports describing conduct that is inconsistent with this policy will be investigated promptly. The Village will make a reasonable effort to conduct any investigation in as confidential manner as practicable. The Village may put reasonable interim measures in place, such as a leave of absence or a transfer, while the investigation takes place. The Village will take further appropriate action once the report has been thoroughly investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Village might also, conclude, depending on the

circumstances, either that no violation of policy occurred or that the Village cannot conclude whether or not a violation occurred.

If an investigation reveals that a violation of this policy or other inappropriate conduct has occurred, then the Village will take corrective action, including discipline up to and including dismissal, as is appropriate under the circumstances, regardless of the job positions of the parties involved. The Village may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy. If the person who engaged in harassment is not employed by the Village, then the Village will take whatever corrective action is reasonable and appropriate under the circumstances.

The policy provides for immediate notice of problems to the Village officials listed above, so that the Village may address and resolve any problems without waiting for any legal proceedings to run their course. However, employees may also file a charge of discrimination in writing with the IDHR within two (2) years of the occurrence, which if substantiated can be heard before the Illinois Human Rights Commission or the courts or alternatively, with the EEOC within 300 days of the occurrence at:

Illinois Department of Human Rights
100 W. Randolph Street, Suite 10-100
Chicago, Illinois 60601
(312) 814-6200

Illinois Human Rights Commission
100 W. Randolph Street, Room 5-100
Chicago, Illinois 60601
(312) 814-6269

Equal Employment Opportunity Commission
500 West Madison Street, Suite 2800
Chicago, Illinois 60661-2511
1-800-669-4000

No one making a complaint in good faith will be retaliated against even if the complaint is not substantiated. The Village prohibits that any employee treat any other employee, former employee, applicant or third party adversely for reporting harassment, for assisting another employee or applicant in making a report, for cooperating in a harassment investigation, for filing an administrative claim with the EEOC or a state governmental agency, or for otherwise engaging in conduct protected by the Illinois Whistleblower Act. All employees who experience or witness any conduct they believe to be retaliatory should immediately follow the reporting procedures stated above.

False or frivolous complaints refer to cases in which the accuser is acting in bad faith and using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. False accusations of sexual harassment can have serious effects on innocent men and women. Given the seriousness of the consequences for the accused, a false or frivolous complaint is a severe offense that can result in disciplinary action up to and including dismissal.

SECTION 1.7 PROHIBITION ON RETALIATION AGAINST A WHISTLEBLOWER

It is prohibited for the Village, any agent or representative of the Village, or another employee of the Village to retaliate against an employee or contractor who (1) reports an improper governmental action pursuant to 50 ILCS 105/4.1, (2) cooperates with an investigation by an auditing official related to a report of improper governmental action, or (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

1.7.1 Definitions

"Auditing official" means any elected, appointed, or hired individual, by whatever name, in the Village whose duties are similar to, but not limited to, receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the Village; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness, and integrity in the administration of the programs and operations of the Village. If the Village does not have an "auditing official," the "auditing official" shall be the Cook County State's Attorney.

"Employee" means anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. "Employee" also includes members of appointed boards or commissions, whether or not paid. "Employee" also includes persons who have been terminated because of any report or complaint submitted under 50 ILCS 105/4.1.

"Improper governmental action" means any action by a Village employee, an appointed member of a board, commission, or committee, or an elected official of the Village that is in violation of a federal, State, or Village law or rule; is an abuse of authority; violates the public's trust or expectation of his or her conduct; is of substantial and specific danger to the public's health or safety; or is a gross waste of public funds. The action need not be within the scope of the official duties of an employee, elected official, board member, commission member, or committee member to be subject to a claim of "improper governmental action". "Improper governmental action" does not include Village personnel actions, including, but not limited to, employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in

pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

"Retaliate," "retaliation," or "retaliatory action" means any adverse change in an employee's employment status or the terms and conditions of employment that results from an employee's protected activity under 50 ILCS 105/4.1. "Retaliatory action" includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee's protected activity under 50 ILCS 105/4.1.

1.7.2 Procedure for Reporting and Investigating Allegation of Retaliation

To invoke the protections of 50 ILCS 105/4.1 and this Policy, an employee shall make a written report of improper governmental action to the appropriate auditing official. An employee who believes he or she has been retaliated against in violation of 50 ILCS 105/4.1 and this Policy must submit a written report to the auditing official within sixty (60) days of gaining knowledge of the retaliatory action. If the auditing official is the individual engaging in the improper governmental action, then a report under this section may be submitted to any State's Attorney.

Upon receipt of a written report, the auditing official shall first determine whether the report has been timely submitted. If the auditing official determines that the report has not been timely submitted, then within 14 days of receiving such report, the auditing official shall notify the employee of such finding in writing.

If the auditing official determines that the report has been timely submitted, the auditing official shall investigate the allegations contained in the report. Such investigation shall include, at a minimum, an interview with the employee and with the individual or individuals alleged to have engaged in the improper governmental action. Such investigation may also include interviews with any other witnesses deemed relevant by the auditing official and the review of any documentary evidence deemed relevant by the auditing official.

Within sixty (60) days of the auditing official having received the employee's written report alleging improper governmental action, the auditing official shall issue his or her findings as to those allegations, in writing, to the employee and to the individual or individuals alleged to have engaged in the improper governmental action. If the auditing official concludes that an improper governmental action has taken place or concludes that the Village or any of its departments, agencies, or supervisory officials have hindered the auditing official's investigation into the report, the auditing official

shall notify in writing the Village Manager and any other individual or entity the auditing official deems necessary in the circumstances.

An auditing official may transfer a report of improper governmental action to another auditing official for investigation if an auditing official deems it appropriate, including, but not limited to, the Cook County State's Attorney.

To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. Auditing officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

1.7.3 Remedies

The following remedies are available to employees subjected to adverse actions for reporting improper government action: (1) The auditing official may reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution. (2) In instances where the auditing official determines that restitution will not suffice, the auditing official may make their investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

1.7.4 Penalties

A person who engages in prohibited retaliatory action under 50 ILCS 105/4.1 and this Policy is subject to the following penalties: a fine of no less than \$500 and no more than \$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution, or any combination of these penalties, as appropriate.

1.7.5 Notice to Employees

Every employee shall receive a written summary or a complete copy of 50 ILCS 105/4.1 and this Policy upon commencement of employment and at least once each year of employment.

SECTION 1.8 DRUG FREE WORKPLACE POLICY

1.8.1 Introduction

Drug and alcohol misuse is inconsistent with the Village's longstanding commitment to the principle that professionalism in the delivery of public service can only be maintained through an alcohol and drug-free work environment. Accordingly, this Drug Free Workplace Policy applies to all employees, including any employee covered

by a collective bargaining agreement or employment contract to the extent the policy is not inconsistent with such agreements and contracts. Employees who violate this policy are subject to appropriate discipline up to and including discharge.

Drug use poses a number of risks to the health and well-being of employees. Drugs can cause such health problems as lung cancer, obstructive pulmonary disease, chronic respiratory infections, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis. Drug and alcohol abuse frequently result in increased motor vehicle and workplace injuries, affecting not only the employee but coworkers as well.

Drugs and alcohol can also rob the user of their ability to plan for and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Lives can be ruined when illegal drug users are arrested, jailed or injured by drug-related violence.

In recognition of such problems and consequences, any employees who use drugs or abuse medication or alcohol are urged to seek treatment. The Village has an Employee Assistance Program (EAP) available to assist employees with drug and alcohol problems to select a course of action. Information about the EAP can be obtained through your immediate supervisor or the personnel officer.

1.8.2 Policy

It is the policy of the Village to take all reasonable steps to ensure a workplace free of drugs. Drugs means substances whose use or possession is controlled by state and/or federal law and/or which are not being used or possessed under the supervision of a licensed health care provider. Employees are strictly prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession or use of prohibited substances, including cannabis; being under the influence of alcohol or other intoxicating substance, or abusing any drug although legally obtained (such as a prescription drug) by not using the drug for prescribed purposes or not taking the drug according to prescribed dosages at the workplace or while otherwise conducting Village business whether on or off the Village premises. Village premises includes all buildings, offices, lockers, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the Village. This policy does not prohibit the limited and responsible consumption of alcohol at professional functions an employee may attend in relation to the employee's job that does not otherwise interfere with the performance of job duties.

For purposes of this policy, prohibited substances shall be defined as any controlled substance as listed in Schedules I through V of Section 202 of the Controlled Substances Act, 21 U.S.C. § 812, any drug which is not legally obtainable and/or any drug which is legally obtainable, such as a prescription drug, but which is not legally

obtained, is not being used for prescribed purposes, and/or is not being taken according to prescribed dosages. Prohibited substances include: narcotics (heroin, morphine, etc.), cannabis (marijuana, hashish), stimulants (cocaine, crack, diet pills, etc.), depressants (tranquilizers), and hallucinogens (PCP, LSD, "designer drugs," etc.).

1.8.3 Notice of Conviction

Any employee who is convicted of, pleads guilty or no contest to, or is sentenced for a crime involving prohibited substances in the workplace must report the conviction, plea or sentence to the personnel officer within five (5) days after such conviction, plea or sentence. If an employee who is convicted of, pleads guilty to or is sentenced for a crime involving prohibited substances performs work directly relating to the Village's contracts or grants with the state or federal government, the Village will report such conviction, plea or sentence to the government within ten (10) days after it receives notice of the conviction, plea or sentence. Employees may be subject to discipline or discharge relating to any such conviction, plea or sentence or for failure to notify the Village of such conviction, plea or sentence.

1.8.4 General Work Rules

This policy does not prohibit employees from the lawful use and possession of prescribed medication. Employees must, however, consult with their doctors about the medication's effect on their ability to work safely and must promptly disclose any restrictions to their supervisor. *Employees should not, however, disclose the underlying medical condition unless specifically directed to do so.* An employee with a prescription may not be under the influence of the drug (test in excess of the prescribed limits) while on duty or working.

The personnel officer or a Department Director or designee acting upon approval of the Department Director, may direct an employee to submit for drug or alcohol testing.

1.8.5 Employee Assistance

The Village will assist and support employees who voluntarily seek help for alcohol or drug problems before becoming subject to discipline under this or other Village policies. Such employees will be allowed to use accrued paid time off, will be placed on leaves of absence, will be referred to treatment providers, and/or will otherwise be accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and required to take and pass follow-up tests.

1.8.6 Required Testing

Pre-employment - As a component of the recruitment process, applicants for a position with the Village may be required to undergo drug and alcohol screening as part of the

pre-employment physical and medical exam. Refusal to submit to drug and alcohol screening at the time specified will result in withdrawal of any offer of employment and disqualify the applicant from further consideration. Notice of drug and alcohol screening will be provided in the position announcement. Job applicants for positions that require a Commercial Driver's License will be tested according to the U.S. DOT regulations.

Applicants for initial hire whose drug and alcohol screening results are confirmed positive will be deemed to have failed the pre-employment physical examination and will not be offered employment.

Reasonable Suspicion - Employees are subject to testing if a Department Director or designee reasonably suspects them of using or being under the influence of alcohol or drugs while they are working or are present on Village premises or otherwise receives credible evidence that the employee is using or under the influence of alcohol or drugs. The determination that an employee is under the influence of alcohol or drugs may be made based on an employee's actions, appearance, speech, the odor of drugs or alcohol, or reasonable information from a third party which reasonably causes a Department Director to conclude that an employee is impaired or may be using prohibited drug, or based on a confirmed positive test.

Post-Accident: Employees are subject to testing when they cause or contribute to accidents which seriously damage a vehicle or Village machinery, equipment, or result in an injury to the employee or any other person requiring emergency medical treatment away from the scene of the accident.

Employees who are required to have a commercial driver's license (CDL) for their position are subject to testing in accordance with the U.S. DOT regulations and applicable Village policy.

1.8.7 Collection and Testing Procedures

Employees subject to alcohol testing shall be sent or driven to a Village designated health clinic and directed to provide breath specimen. Specimen shall be collected by trained technicians using federally approved testing devices which are regularly calibrated and capable of producing printed results that identify the employee.

Applicants and employees subject to drug testing shall be sent or driven to a Village designated clinic and directed to provide urine specimen. Applicants and employees may provide a split specimen and may provide the specimen in private unless they appear to be submitting or have submitted an altered, adulterated or substitute specimen. Collected specimen shall be sent to a federally-certified laboratory and tested for evidence of, at a minimum, cannabis, cocaine, opiate, amphetamine, PCP and all other "controlled substances" as defined by the federal Controlled Substances

Act (21 U.S.C. § 812). A chain of custody shall be established from the time specimen are collected through testing and storage. All testing and laboratories shall be as provided by the Substance Abuse and Mental Health Services Administration (SAMHSA).

The laboratory shall transmit positive drug test results to a medical review officer (MRO) retained by the Village, who shall offer persons with positive results a reasonable opportunity to establish whether their results are caused by prescribed medicines or lawful substances. Persons with positive test results may ask the MRO to have their split specimen sent to another federally-certified laboratory to be tested at their own expense. Such requests must be made within three days of the notice of test results. If the second lab fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as having passed the test.

1.8.8 Consequences

Employees who refuse to cooperate in required tests, who test positive for being under the influence of alcohol or drugs (over the proscribed limits), or who use, possess, buy, sell, manufacture or dispense drugs or alcohol in violation of the Policy will be subject to discipline up to and including discharge. Refusal to cooperate means to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen for testing when directed. In addition, eligible employees will also have applicable violations entered into the Drug & Alcohol Clearinghouse.

1.8.9 Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Review Officer shall be kept confidential and shall be maintained in secure files separate from normal personnel files. Such records and information may be disclosed among Department Directors and supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

SECTION 1.9 WORKPLACE VIOLENCE

The Village is committed to promptly responding to situations that involve the potential for violent behavior that are brought to the Village's attention. Any employee who threatens or attempts to intimidate or commit an act of violence or actually intimidates or commits an act of violence toward any other employee, member of the public, or other third party on Village premises or in the performance of Village duties will be subject to discipline, up to and including termination. Any employee who is subject to or witnesses such conduct by an employee or third party should report the incident

immediately to any supervisor and to the Village Manager. Any supervisor who witnesses or receives a report of conduct contrary to this policy shall promptly report such concerns to the Village Manager.

SECTION 1.10 WORKPLACE INSPECTIONS

The Village wishes to maintain a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. The Village requires the cooperation of all employees in administering this policy. Desks, lockers and other storage devices may be provided for employee convenience but remain the sole property of the Village and employees have no right or expectation of privacy in these storage devices in work areas, including Village vehicles. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Village at any time, with or without prior notice. The Village also reserves the right to conduct searches and inspections of employees, employees' personal effects or Village-provided materials such as boxes, thermoses, purses, briefcases, desks, computer files, cabinets, file drawers, or packages without notice. If an employee refuse to submit to a search or are found in possession of prohibited articles you will be subject to disciplinary action, up to and including dismissal. The Village is not responsible for loss of or damage to personal property on the job.

SECTION 1.11 SMOKE FREE ILLINOIS ACT

The Village of Western Springs and its employees will comply with the State of Illinois' Smoke Free Illinois Act. Smoking, vaping, chewing, and using any tobacco products, smokeless tobacco and/or herbal products as well as e-cigarettes are prohibited in all locations of all Village buildings and vehicles. This includes all confined spaces, work areas and private offices.

No person shall smoke in a public place or in any place of employment or within fifteen (15) feet of any entrance to a public place or place of employment. No person may smoke in any vehicle owned, leased or operated by the Village. Smoking is prohibited in indoor public places and workplaces unless specifically exempted by Section 35 of the Act.

SECTION 1.12 EMPLOYMENT OF RELATIVES OF OFFICIALS

It is the policy of the Village of Western Springs to foster a positive employee relations environment for all employees. In keeping with this philosophy, we also recognize as an organization that many employees encourage family members to work here, and personal relationships can and do occur among employees.

To avoid favoritism (or the appearance of favoritism), to maintain objectivity and appropriate expectations regarding performance, and to avoid potential harassment

and discrimination claims, this policy describes the Village's expectations regarding the employment of elected and appointed officials and family members and personal relationships between employees.

1.12.1 Scope

This policy regarding employment of relatives applies to all elected and appointed officials and employees of the Village.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

1.12.2 Definitions

"Relative" for purposes of this policy is defined as the employee's spouse or domestic partner, former spouse or domestic partner, brother, sister, parent, child, stepchild, stepparent, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, first cousin and any other member of the employee's household.

"Manager/Supervisor" is defined as a person having the ability to actually or effectively recommend the hire, discipline, coaching, termination, and/or evaluation of staff (e.g., Directors, any supervisor).

"Subordinate" is defined as an employee who reports to an employee who is a manager or, supervisor, whether directly or through one or more additional layers of management.

"Personal Relationship" is defined as a social relationship between employees who have or have had a relationship of a romantic or sexual nature (e.g., dating), including a significant other.

1.12.3 Guidelines

Persons in elected, appointed, supervisory or managerial positions or other influential roles are subject to more stringent requirements under this policy due to their stature as role models, their access to sensitive information, their ability to influence others and to affect working environments or conditions of employment.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not have a connection to or create problems within the workplace. An exception to this principle, however, is a personal relationship between a manager or supervisor, and a subordinate, if the relationship is deemed to impact/influence working conditions.

a) *Employment of Elected and Appointed Officials and Relatives*

No person elected to the Office of Village President or Village Trustee or appointed to the office of Village Manager shall be employed in any other capacity with the Village during the term that they hold appointed or elected office.

Immediate family members (i.e., spouses, children [birth, step, adopted], brother, sister, brother-in-law, sister-in-law, grandchildren) of the Village President, Village Trustees, Village Manager, Directors and Assistant Directors, shall not be hired in any capacity during the person's tenure in office.

Relatives of elected and appointed officials and/or employees, other than those specified above, who possess the required qualifications, experience, training, fitness, character and integrity for the position may be hired when there is no manager or subordinate relationship.

Hiring of relatives in the same department is discouraged. When relatives do work in the same department and either one is promoted, both may maintain their positions, if not under the direct or indirect supervision of the other and, neither occupies a position that has influence over the other's employment, promotion, salary, and/or other management-related or personnel considerations.

If employees become relatives after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the personnel officer.

b) *Personal Relationships*

All supervisors, managers or anyone else in a sensitive or influential position, are prohibited from engaging in a personal relationship (romantic, sexual, co-habitant, marriage, dating) with direct or indirect subordinates, whether at work or on personal time.

Hiring of individuals in a personal relationship in the same department is discouraged.

If a personal relationship, including dating, is established after employment, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Village personnel officer immediately. This disclosure will enable the personnel officer to determine whether any potential conflict of interest or

appearance of conflict of interest exists because of the relative positions of the persons involved.

c) *Alternatives*

In the event: (1) employees are relatives or become relatives as defined above and are or become a direct or indirect supervisor/subordinate; or (2) a personal relationship exists or should occur between a direct or indirect supervisor/subordinate, the personnel officer will determine whether the relationship creates a conflict or appearance of a conflict of employment.

If so, the personnel officer will work with the employees to determine whether another suitable position exists elsewhere in the Village for one of the employees.

If the personnel officer determines that no suitable alternative position exists, the individuals concerned will be given three (3) weeks to decide which employment relationship is to be terminated. If the individuals are unable to agree, the personnel officer, in conjunction with the Department Head, will decide who is to be terminated from employment.

Ordinarily, the individual who has been with the Village less time will be considered for transfer. Refusal of a reasonable alternative position, if available, will be deemed a voluntary resignation.

SECTION 1.13 CITIZENSHIP AND RESIDENCY

Citizenship is not a requirement for initial or continued employment; however, in compliance with federal law, documentation of eligibility for employment in the United States must be demonstrated through completion of the Immigration and Naturalization Service's Employment Eligibility Verification Form and employees who are required to carry a firearm must be eligible under federal law to carry one.

Residency within the Village or any specific distance from the Village is not a prerequisite for initial or continued employment. The Village Board may require an employee to live within a specified distance based upon a job description or function.

SECTION 1.14 MEDIA AND LEGISLATIVE REPRESENTATION

The Communications Manager, Deputy Village Manager and Village Manager shall be responsible for all official contacts with the news media including answering questions from the media. The Village Manager, or their designee, may designate specific employees to provide procedural, factual or historical information on particular

subjects or issues. Employees shall direct all media inquiries to the Communications Manager, the Deputy Village Manager, or the Village Manager and are not authorized to comment on behalf of the Village or disclose internal matters that involve the operations and management of the Village and its departments, except as authorized by the Village Manager.

Employees should not hold themselves out as speaking on behalf of the Village to legislative officials, the media or any other person or entity without prior authorization from the Village Manager.

SECTION 1.15 AMERICANS WITH DISABILITY ACT COMPLIANCE

The Village will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of their physical or mental disability or pregnancy. The Village will make reasonable accommodation wherever necessary for all employees or applicants with disabilities and who are pregnant, provided that the individual is otherwise qualified to safely perform the essential duties and assignments required by the job.

Reasonable accommodation generally involves modification or adjustment of a job, employment practice, or the work environment which makes it possible for an individual with a disability or who is pregnant to perform the essential functions of their job and/or to otherwise enjoy equal employment opportunities and does not impose an "undue hardship" on the operation of the employer's business. Undue hardship is defined as an action requiring significant difficulty or expense when considered in light of factors such as an employer's size, financial resources, and the nature and structure of its operation. Whenever an employee or applicant believes that they may need a workplace accommodation, the employee should contact the personnel officer to obtain a Reasonable Accommodation Request Form. Once a reasonable accommodation request has been submitted or the request otherwise documented, the employee requesting an accommodation will be given the opportunity to engage in an interactive dialogue with the Village over the requested accommodation. As part of the interactive process, the Village may request the employee to provide certain information from their health care provider related to their ability to perform the essential job functions, with or without reasonable accommodation. An employee is required to provide the requested information relevant to the accommodation request.

All information regarding a disability and pregnancy will be kept confidential except that (1) appropriate supervisory personnel will be informed of any restrictions on work assignments and/or reasonable accommodations that must be provided; (2) safety personnel will be informed of any emergency treatments or first aid that a person with a disability may require; and (3) government officials investigating compliance with

federal, state or local laws may be informed of a person with a disability or who is pregnant and any accommodation that has been request and/or is being provided.

Any employee who believes that they have been discriminated against due to a physical or mental disability or pregnancy should immediately report the problem or incident to their supervisor, the personnel officer or Village Manager. All complaints of discrimination due to a disability or pregnancy shall be investigated immediately, and the findings of the investigation and any remedial actions taken shall be reported to the complainant.

SECTION 1.16 RELIGIOUS ACCOMODATIONS

The Village is also committed to complying with Title VII's religious accommodation provisions. Any employees who wish to request an accommodation for religious reasons, should notify the personnel officer of their request as soon as possible. The Village will accommodate an employees sincerely held religious beliefs or practices so long as the accommodation does not create an undue hardship for the Village.

SECTION 1.17 DEFINITIONS

Classified Service Employee:	Employees who are under the jurisdiction of the Board of Fire and Police Commissioners and who are governed by their policies and procedures.
Full-time Employee:	An at will employee who, regardless of designation, is regularly scheduled to work at least 1950 hours per year. Qualifies for full benefits.
Hourly Employee:	An at will employee who is paid on an hourly basis for the actual number of hours spent on duty during a specific pay period and who is not exempt from the provisions of the Fair Labor Standards Act.
Regular Part-time Employee:	An at will employee, whether or not regularly scheduled, who works less than 1,950 hours annually. May qualify for some benefits depending on number of hours worked.
Paid On-Call Firefighter:	An at will employee who is paid on an hourly basis for the actual number of hours spent on duty, during a specific pay period on a scheduled or call-in basis. Hours are based on Department needs as outlined in Department policy.

Other Part-Time Employees:	All at-will employees whether or not regularly scheduled to work, who are scheduled for and actually work less than twenty (20) hours per week on average.
Probationary Employee:	An at will employee, regardless of designation, who is newly hired on a contingent basis depending on satisfactory performance for a stated period of time.
Salaried Employee:	An at will employee who is paid on a salaried basis, on a fixed basis at regular intervals, and is exempt from the provisions of the Fair Labor Standards Act.
Temporary Employee:	An at will employee who will be employed and scheduled to work for a limited and defined period or project, generally, but not always less than two consecutive calendar quarters and who is not likely to be rehired in subsequent periods. Eligible only for benefits required by law, and not paid time off.

CHAPTER 2 - EMPLOYMENT & ADMINISTRATIVE POLICIES

In general, applications for employment shall be submitted to the personnel officer on a prescribed employment application form. The application form shall be completed in its entirety and any evidence of falsification or fraud on the form may be grounds for discharge or disqualification from consideration for employment.

SECTION 2.1 MEDICAL EXAMINATIONS

After a conditional offer of employment is made, applicants for employment in designated full-time and selected part-time positions will undergo a medical examination. The purpose of the examination is to determine whether the prospective employee possesses the standards of health and fitness necessary to perform the duties, essential functions, and responsibilities of the position for which they are being considered. Additionally, prior to employment, all prospective employees in designated positions must satisfactorily pass a drug test. The physical examination shall be at Village expense and be conducted by a doctor designated by the Village. Further, at any time during employment an employee may be required to undergo a physical or psychological examination by a Village designated provider where such an examination is job related and consistent with business necessity.

SECTION 2.2 PROBATIONARY PERIOD

2.2.1 Purpose

The probationary period is a period of heightened evaluation of an employee's performance and conduct. The initial probationary period is an integral part of the evaluation process and shall be utilized as an opportunity to observe an employee's work, to train the employee, and/or to identify an employee whose work performance fails to meet required work standards. Successful completion of the probationary period does not grant a property right to the position, nor does completion of the probationary period create a contract or right to future employment. Employees may be terminated at-will during and after the probationary period.

2.2.2 Appointments Subject to Probation

The following appointments are subject to a probationary period of six (6) months (exceptions noted in Section 2.2.6.).

- A. Initial employment
- B. Transfer (as may be recommended by the Director) and approved by the Village Manager.
- C. Re-employment (after thirty (30) days separation).
- D. Promotional

2.2.3 Supervision of Performance

During the probationary period, supervisors will observe the employee's work performance at periodic intervals and may counsel a probationary employee whose work performance is marginal or inadequate. The Department Director will report on an employee's performance to the Village Manager, who shall have sole discretion to determine appropriate action.

2.2.4 Completion of Probationary Period

Prior to the completion of the employee's probationary period, the Department Director may recommend one of the following actions to the Village Manager.

- A. Recommend that the employee be removed from probationary status.

- B. Recommend that the employee's probationary period be extended for a period not to exceed six (6) months, at which time the employee may not receive a pay increase until performance is deemed satisfactory.
- C. Recommend that the employee be terminated.
- D. Recommend that the employee be disciplined, demoted or returned to a former position.

Any of the foregoing actions shall not, however, be subject to review or appeal by the employee.

2.2.5 Classified Employees

In the event of an unfavorable review of a classified employee, they shall be subject to action in accordance with applicable provisions of state statute, the Rules and Regulations of the Board of Fire and Police Commissioners (BFPC), and any applicable collective bargaining agreement.

2.2.6 Exceptions

- A. Notwithstanding Section 2.2.2., the probationary appointment for police officers and sergeants is defined by their collective bargaining agreements, following the successful completion of police training pursuant to the Illinois Police Training Act. The probationary period for any other promotional rank in the police department will be defined by the BFPC rules.
- B. Any person hired as a Paid-on-Call firefighter shall have a probationary period of up to twenty-four (24) months during which time all required training shall be successfully completed as a condition of continued employment.
- C. Notwithstanding Section 2.2.2., the probationary period for Maintenance Journeyman I/II is defined by their collective bargaining agreement.
- D. Employees may be placed on a performance improvement plan (PIP) for unsatisfactory performance as evaluated by the Department Director. The duration of the PIP will be determined and communicated to the employee and personnel officer and will normally not exceed six (6) months. The Department Director will provide the employee with an employee performance improvement plan outlining how the performance can become satisfactory, the duration of the probation and the consequences of the continued unsatisfactory performance.

SECTION 2.3 HOURS OF WORK

2.3.1 Work Schedule

Due to the nature of Village services, the normal workday varies from department to department. The Village retains the right to restructure an employee's workday, work week, or work period for the purpose of promoting efficient operations. The Village Manager establishes hours of operation and no employee may modify such hours without prior approval from the Village Manager.

SECTION 2.4 WORK PERIODS

In general, the work period for employment is defined as a consecutive seven (7) day period commencing at 12:00 a.m. Sunday and ending at 11:59 p.m. Saturday, the seventh day. Below is a list of work periods for the various personnel categories. These are general guidelines and may vary in some special circumstances.

1. The work period for administrative personnel is normally 37.5 hours per seven (7) day work cycle. Administrative personnel shall be defined as employees who perform functions that are of a general office nature.
2. The work period for Law Enforcement personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
3. The work period for Fire Department personnel assigned to shifts shall be within the guidelines established by the Fair Labor Standards Act.
4. The work period for employees in the Public Works Division of the Department of Municipal Services is normally 40 hours per seven (7) day work cycle.
5. The work period for employees in the Water Division of the Department of Municipal Services assigned to shifts is normally 40 hours per seven (7) day work cycle.

2.4.1 Break Periods

Department Directors shall establish reasonable lunch periods and up to two (2) break periods of no more than fifteen (15) minutes each during each workday, and shall arrange them in the most appropriate manner for maintaining departmental operations, except as otherwise specified in a collective bargaining agreement. Employees shall not combine breaks, extend mealtimes, or shorten the workday by use of break time unless approved by the Department Director or Village Manager. Work

and lunch breaks which are not taken are forfeited. Employees are expected to leave their work area for lunch breaks and shall not use break time to perform work duties absent prior approval by the Department Director.

2.4.2 Reporting for Work

Employees shall report promptly at their designated working place and shall devote their entire efforts during working hours to assigned duties. In the event that an employee is unable to report for work as scheduled, their supervisor shall be notified by telephone at least sixty (60) minutes before their designated starting time. All requests must be approved in advance by the employee's Department Director or the Village Manager. Failure to notify the supervisor and obtain approval as provided herein may be considered an unexcused absence resulting in loss of all or a portion of benefit time, an unpaid absence and/or disciplinary action up to and including discharge.

SECTION 2.5 PAY PERIODS

Employees are paid bi-weekly on Friday. When payday is a holiday, checks shall be issued on the previous workday.

SECTION 2.6 UNIFORM ALLOWANCE

Uniforms may be provided in accordance with Departmental Rules and Regulations and budgetary limitations.

SECTION 2.7 PERSONNEL FILES

The Village maintains a personnel file for each employee. The personnel file includes information relating to the employee's hiring, training, performance evaluations, disciplinary record, changes of status and other aspects of their employment history.

Personnel files are the property of the Village and access to the information they contain is restricted. Generally, without written consent from the employee, except as otherwise required by law, only supervisors and other management personnel who have a legitimate business reason can review information in the file.

Employees may request in writing to inspect, copy and receive copies their own personnel file and personnel documents outlined below (except as exempted by the Illinois Personnel Records Review Act, as it may from time to time be amended) up to two times per calendar year. This includes employee handbooks provided to the employee and written policies or procedures that the employee is subject to concerning qualifications for employment, promotion, transfer, compensation, benefits, discharge or other disciplinary action. The employee should submit a written

request to the Village Manager identifying the records the employee is requesting, whether the request is to inspect, copy or receive copies, whether the request is for a hardcopy or an electronic format and if the inspection, copying or receipt of copies will be performed by the employee's representative, including family members, lawyer, union steward or official, or translator. If the request includes medical information and/or medical records, to be given to a representative, it must include a signed waiver to release the information to that specific representative. The Village Manager will comply with the request, including scheduling a mutually convenient time for any inspection within seven (7) calendar days. The inspections generally will take place in the presence of the Village Manager or their designee. The Village may impose a reasonable charge, not to exceed the actual cost to the Village, for any copies of records made for the employee. If the Village does not possess records of a particular category requested, the Village must notify the employee but still allow inspection or copying of other records requested.

Employees are responsible for providing the Village with accurate, up-to-date information regarding the following:

- Name
- Social security number
- Home address
- Primary telephone number
- Marital status
- Number of dependents
- Insurance beneficiaries
- Emergency contacts
- Immigration status and other information relevant to the employee's ability to work lawfully in the United States
- Driver's License and/or State ID
- Other information pertinent to the administration of benefits

2.7.1 Medical Records

Medical records, including the results of the initial physical examination, any retest(s), and other data deemed an important factor to determine the employee's ability to satisfactorily perform the assigned tasks, shall be maintained in a separate file and shall

be classified as "Restricted". Access to these files will be strictly limited and will be available only with the approval of both the Village Manager and the personnel officer and with the waiver set forth above, if applicable.

2.7.2 Changes in Information

It is the responsibility of each employee to keep personnel records current. Changes of address, telephone, marital status, dependents, beneficiary for insurance purposes, drivers license status, emergency contact, outside training and educational achievements, etc. should be reported to the personnel officer at the earliest possible time.

SECTION 2.8 PERFORMANCE EVALUATION

Periodic performance reviews are important to the Village and each of its employees. Periodic reviews give supervisors an opportunity to explore the employee's progress on the job, identify effective performance, address any work-related problems, and establish goals for future performance, growth, and career development.

It is the supervisor's responsibility to keep their employees advised of their progress and performance. However, employees who feel uncertain as to how they are doing or where they stand should not hesitate to ask their supervisor. Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance evaluations are not a substitute for as-needed-management.

The Village will regularly evaluate employee performance using evaluation forms approved by the Village Manager. Generally, the Village conducts annual performance evaluations; however, operational and performance considerations may impact the frequency of evaluations. Supervisors will discuss all performance reviews with the employee and evaluations should be signed and dated by the employee and their supervisor. Employees will have the opportunity to express their comments on the review, in writing. The reviews and any such comments will become a part of the employee's personnel file.

SECTION 2.9 TRAVEL AND CONFERENCE POLICY

Employees shall be eligible for reimbursement pursuant to the Travel and Expense Reimbursement Policy and Procedure, as it may be amended from time to time.

Approval of any travel or conference request is conditioned upon the availability of funds in the appropriate department budget. In general, no more than one national and one state conference may be authorized for any Department Director in any fiscal year.

Employees attending a training seminar or conference must first complete a Travel and Training/Conference Expense Report available from the Department Director or Director of Finance.

2.9.1 Reimbursement

The Village may assume the cost of registration, lodging, travel, and other incidental expenses including a meal per diem allowance for any approved training activity.

- A. Reimbursement of lodging expenses shall be for a single room rate. Reimbursement of travel expenses shall be for the means of travel that is the least expensive and/or most practical.
- B. When attending a training seminar/conference which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate.

SECTION 2.10 DRIVER'S LICENSE VERIFICATION

All employees occupying positions which require the operation of a Village vehicle (CDL or non-CDL) or personal vehicle for Village business, shall be required to supply their driver's license number to their Department Director for verification upon hiring and periodically thereafter. Employees are required to comply with requests for information. If an employee uses their personal vehicle for Village business, proof of insurance may be required. Employees are required to report immediately any tickets, convictions or other impairments on the employee's ability to lawfully operate a vehicle (e.g., a DUI or excessive speeding tickets).

SECTION 2.11 VILLAGE VEHICLE USE

Certain authorized Department Directors and the Village Manager are granted use of a Village vehicle under a separate policy and/or employment agreement. All other Village owned vehicles shall be limited to official business with no other employee being authorized daily portal to portal or personal use, unless, during the course of and as a result of the necessity of official business as authorized by the Department Director.

Employees who drive a vehicle in the course of performing their job duties, whether regularly or occasionally, will refrain from using their phone for text messaging or checking e-mails while driving. Where it is necessary for an employee to make work related calls by cell phone in performing the employee's job duties, under no circumstance are employees allowed to place themselves at risk to fulfill business

needs. Under all circumstances, employees must comply with traffic laws. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline, up to and including discharge. Employees who have an accident or damage a Village vehicle must report it immediately to their supervisor. Employees are prohibited from leaving the scene of an accident without the permission of their supervisor. Supervisors are required to immediately notify the Village Manager's Office of the incident.

SECTION 2.12 MILEAGE REIMBURSEMENT

Any employee utilizing their private vehicle for Village business as approved by the respective Department Director, shall be entitled to reimbursement in accordance with the Internal Revenue Service's established rate.

Employees awarded a vehicle allowance are not eligible for mileage reimbursement unless previously approved by the Village Manager.

SECTION 2.13 USE OF VILLAGE TELEPHONE - PERSONAL CALLS

Employees are permitted to use Village telephones for personal, local calls in cases of necessity. Personal or Village issued cellular phones may be used such that they do not negatively impact the performance of the employee, fellow employees or disrupt the daily work of the Department or other interactions with the public. Employees may be subject to discipline for excessive phone usage for personal reasons during working hours. The Village will not be liable for the loss of personal cell phones brought into the workplace.

SECTION 2.14 TECHNOLOGY RESOURCES

The Village maintains a separate Electronic Communications policy regarding use of the Village's technology resources in the workplace. All employees will be provided with this policy and must understand that these resources are provided by the Village to facilitate performance of Village business and are intended primarily for such use. Employees should have no expectation of privacy in their use of Village Technology Resources, and the Village retains the right to monitor employee use of such resources. Employees are expected to use the Village's technology resources in a lawful manner, consistent with Village policy.

SECTION 2.15 SAFE WORKPLACE

The Village is dedicated to providing a safe work environment for all employees. Village-wide and department specific safety policies are available through your Department Director.

SECTION 2.16 REPORTS OF INJURY AND ACCIDENTS

2.16.1 Safe Work Habits

Each employee is required, as a condition of employment and continued employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve Village property and equipment.

2.16.2 Reporting

Employees who are injured or become ill while performing their duties for the Village shall make an immediate report of the injury or illness to their immediate supervisor. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including termination. Every injury or illness, including those not requiring medical attention, shall be reported in writing to the Department Director by the injured employee's supervisor immediately, or in all instances no later than within two (2) hours of the injury or illness. Failure of a supervisor to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including termination. Department Directors shall be responsible for notifying the personnel officer of all injuries reported by employees under their jurisdiction and shall ensure that proper written reports are prepared and forwarded to the Village's Risk Management Pool for insurance purposes.

2.16.3 Immediate Medical Care

If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall receive emergency medical treatment at an appropriate facility or go immediately to a physician designated by the Village for treatment, after notifying their supervisor. The injured employee shall be transported to the facility by a supervisor, or their designee.

2.16.4 Return to Work

After medical attention, if the employee is released for regular or restricted duty, if available, as determined by the department in conjunction with the personnel officer/personnel officer and IRMA Delegate or Alternate, the employee shall obtain from the attending physician a certification that the employee can return to work based on the job description for the position. Employees shall be required to release all medical information relative to the injury to the Village or its authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify worker's compensation benefits. In the case of an employee who has been released for restricted duty, said employee may be placed on restricted duty, if available and at the discretion of the Department Director, in conjunction with the

personnel officer/personnel officer, in a temporary position consistent with the restricted duty conditions specified by the attending physician and at the employee's normal rate of compensation, until such time that the attending physician releases the employee for regular duty or as long as restricted duty remains available and beneficial to the Village.

SECTION 2.17 OUTSIDE EMPLOYMENT

Employees may engage in other employment, including self-employment, outside of official duty hours providing that approval is secured from their Department Director, in conjunction with the personnel officer. The Village typically approves secondary employment activities for a period not to exceed one year. An additional approval is required for continuance of the activity beyond the initial approved period. The Village reserves the right to prohibit or revoke approval of outside employment to the extent it is in the Village's interest to do so, including where the outside employment:

- A. Is conducted on Village time.
- B. Interferes with working hours or overtime requirements of the employee's position.
- C. Involves the use of Village uniforms, facilities, equipment or supplies of any kind.
- D. Involves the use of official information not available to the public.
- E. May reasonably be construed by the public to be an official act of the Village, or that a conflict of interest exists.
- F. Reflects adversely upon the employee or the Village.
- G. Conflicts with the employee's position with the Village. This shall include work which an employee would be expected to do as part of their normal duties; work requiring approval or review of the Village, or work which would tend to influence the exercise of improper judgment on any matter coming before the employee during their Village employment.

SECTION 2.18 GIFTS & GRATUITIES

Elected and appointed officials and employees of the Village must fully comply with provisions set forth in the Illinois State Officials and Employees Ethics Act (5 ILCS 430), and failure to do so shall be subject to disciplinary action up to, and including discharge or removal from office, as appropriate.

2.18.1 General Information

Employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or other thing of monetary value from any person, corporation, or other organization who:

- A. Has, or is seeking to obtain, contractual or other business or financial relations with the Village.
- B. Conducts operation or activities that are regulated by the Village.
- C. Has outside interests that may be substantially affected by the individual's performance or non-performance as a Village official or employee.
- D. Exceptions to the above would include:
 - 1. Acceptance of gifts or other items with monetary value where there is an obvious family or personal relationship.
 - 2. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a meeting.
 - 3. Acceptance of loans from banks or other financial institutions on customary terms to finance proper and usual activities of employees.
 - 4. Acceptance of unsolicited advertising or promotional materials, such as pens, calendars, or other items of nominal intrinsic value.

2.18.2 Gifts to Superiors

An employee shall not give a gift, nor solicit contributions from another employee for a gift, to an employee in a superior official position. An employee in a superior official position shall not accept a gift presented as a contribution from employees receiving less salary than the supervisor. Exception would include a voluntary gift in a nominal amount made on a special occasion such as a holidays, marriage, birthdays, illness, or retirement.

2.18.3 Reporting Gifts and Gratuities

All gifts, gratuities, or other items of monetary value, except as excluded above, should be reported immediately upon receipt thereof to the employee's immediate supervisor.

SECTION 2.19 ECONOMIC INTERESTS

It is the intention of the Village to avoid all business and financial transactions where there may be a possible conflict of interest. Therefore, it is the policy of the Village that, no employee 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.

2.19.1 Waiver of Rule

Consistent with the available state law exceptions, when in the Village's interest, and where full disclosure has been made of all pertinent facts, then with approval of the President and the Board of Trustees this provision may be waived.

SECTION 2.20 POLITICAL ACTIVITY

All employees are urged to exercise their individual right to vote as citizens. No employee may use their official position to coerce or inhibit others in the free exercise of their political rights. No employee shall engage in political activities during working hours, or on duty, or while wearing or utilizing any equipment, wearing apparel or supplies owned or provided by the Village.

CHAPTER 3 - PAY PLAN

SECTION 3.1 COMPENSATION

An employee's pay rate is established using the Village approved pay plan. The pay plan establishes compensation ranges for all non-represented positions within the organization. An employee's pay rate is determined on an individual basis and may be modified at any time by the Village based upon several considerations, such as job duties, individual job performance, attendance record and conduct. The initial pay rate will be communicated to an employee at the time of hire, and any subsequent modifications will be communicated at or near the effective date of the change.

SECTION 3.2 OVERTIME PAY

The appropriate Department Director must approve all overtime worked in advance. The rate of compensation shall be at the rate of one-and-one-half (1 1/2) times the regular hourly straight time rate.

Hourly employees scheduled for 37.5 hours weekly shall be entitled to overtime pay for any hours actually worked in excess of 37.5 hours in one week. Hours worked includes use of compensatory time, holiday, vacation, personal day, and safety day.

Hourly employees scheduled for 40 hours weekly shall be entitled to overtime pay for any hours actually worked in excess of 40.0 hours in one week. Hours worked includes use of compensatory time , holiday, vacation, personal day, and safety day.

This policy shall not apply to exempt employee or as provided otherwise in a collective bargaining agreement.

SECTION 3.3 COMPENSATORY TIME

3.3.1

While overtime is generally paid at the applicable hourly rate, Department Directors may, from time to time, permit an employee paid on an hourly basis to accrue compensatory time in lieu of overtime pay. Where compensatory time is permitted, the employee shall have the option of taking time off or being paid at the applicable hourly rate for the overtime hours worked. Compensatory time shall be governed by any applicable collective bargaining agreement.

3.3.2

Compensatory time shall be accrued at one and one-half times the hours actually worked, and time off shall be subject to approval of the Department Director or their designee. Accrued compensatory time shall, if practical, be used within six (6) months of accrual. An employee shall not be permitted to accrue more than sixty (60) hours of compensatory time in a fiscal year. The Village may decide to pay out compensatory time at any time and will-pay out unused accrued compensatory time six (6) months into the fiscal year (on or around June 30) and at the end of the fiscal year (on or around December 31). Employees shall use accrued compensatory time in no less than 30-minute increments, subject to the advanced approval of the Department Director.

3.3.3

Department Directors shall report compensatory time used by their staff during the bi-weekly payroll reports.

CHAPTER 4 - BENEFITS

Employee benefits are established and from time to time amended by the Village Board, and/or State or Federal law, or plan provider. Where the term “spouse” is referenced in these policies, the term shall include domestic partners in a manner consistent with state law.

SECTION 4.1 HEALTH AND LIFE INSURANCE

Generally, all employees who are regularly scheduled to work a minimum of thirty (30) hours per week are eligible to participate in the Village group health, dental, and life insurance programs as they may from time-to-time be changed. Insurance coverage(s) shall commence on the first day of the month following the date of employment and shall cease on the last day of the month in which the employment was terminated, unless otherwise authorized by the Village Manager. A description providing the provisions of each insurance plan shall be furnished to each employee. In all instances, the terms of the policy determine coverage. The Village’s insurance policies, providers, plan terms and coverages may be changed from time to time in the Village’s discretion. The Village may ask for proof of marital, parental or family status before providing insurance coverage. Employees are required to immediately notify the Village and provide proof of any changes in marital, parental or family status.

SECTION 4.2 EMPLOYEE ASSISTANCE PROGRAM

The Village recognizes that a wide range of illnesses and problems can influence an employee’s health, well-being, and job performance. These illnesses and problems may include alcoholism, drug dependence, emotional or psychiatric illnesses, marital and/or family discord, stress disorders, legal difficulties and/or financial problems, among other things.

The Village believes that it is in the best interest of the employee, the employee’s family, and the Village to provide or refer an Employee Assistance Program (EAP) to help with such illnesses and problems by providing confidential and professional assessment, short-term counseling, and/or referral services. Additional information regarding the EAP is available through the personnel officer.

SECTION 4.3 RETIREMENT/PENSION FUNDS

Employees are generally eligible to participate in pension funds established by the Village consistent with the applicable laws. Payroll deductions and benefits are as mandated by state and federal laws.

SECTION 4.4 DEFERRED COMPENSATION

Employees are encouraged to participate in a deferred compensation plan if one is offered by the Village. Deferred compensation is a tax-sheltered retirement plan, which involves deducting a portion of the employee's salary, with the money transferred to an investment fund selected by the employee within the options provided by the Village. The employee's gross or taxable income is reduced by the amount deferred; therefore, income taxes are reduced. Income taxes are paid when the funds are distributed to the employee (upon retirement, termination of Village employment or in the event of an emergency). Information is available through the Finance Department.

SECTION 4.5 INSURANCE CONTINUATION

In accordance with state and federal law, employees may be eligible for a continuation of health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA), at the employee's expense, following a qualifying event that causes the loss of health insurance (e.g. separation from employment, divorce or death of a spouse). COBRA benefits are available to any qualified employee(s) and their qualified beneficiaries, who at the time the employee experiences a qualifying event and are enrolled in the Village's health insurance plan. The Village may request proof of the qualifying event. Note that there are stringent timelines for requesting and paying for COBRA and limits on the duration of coverage.

Alternatively, employees who retire from the Village (eligible for immediate receipt of retirement benefits) or who are placed on a disability pension (the employee's disability is established under the Illinois Pension Code) may be eligible for continuation coverage under state law. The type of coverage available pursuant to Illinois' continuation privileges must be the same coverage received on the last day of employment. No changes to coverage type or plan may be considered. Employees should contact the personnel officer for information applicable to individual circumstances.

SECTION 4.6 WORKER'S COMPENSATION

Any employee injured during employment with the Village shall be eligible for Worker's Compensation benefits in accordance with State Statutes.

An employee temporarily injured and unable to return to work shall be eligible to use earned leave for the first three (3) days following the injury until coverage under the Act begins. If the disability lasts for fourteen (14) calendar days or more from the date of injury, the initial three (3) days of earned leave will be credited to the employee.

Once benefits under the Act begin, the Village may continue to pay the injured full-time employee's salary and benefits for thirty (30) working days from the date of the job-related injury. Any Worker's Compensation benefits or insurance payments received by the employee shall revert to the Village during the time for which continuing compensation is paid. This provision is inapplicable to classified employees.

SECTION 4.7 PUBLIC EMPLOYEE DISABILITY ACT AND/OR PUBLIC SAFETY EMPLOYEES BENEFIT ACT

Eligible employees may be entitled to benefits pursuant to the Public Employee Disability Act and/or Public Safety Employees Benefit Act. An employee who believes they are eligible for such benefits should apply to the personnel officer.

section 4.8 DEATH BENEFIT

In the event of the death of a pension eligible or equivalent employee, the beneficiary designated on the employee's pension will receive a one lump-sum payment equivalent to the employee's pay for two (2) pay periods.

SECTION 4.9 TUITION REIMBURSEMENT

Full-time employees of the Village are encouraged to enroll in college, university or technical school courses or participate in other types of studies, which are designed to improve job skills. As an incentive for employees seeking to improve their education, the Village may budget funds and make them available for tuition reimbursement. The basis for reimbursement and other guidelines are subject to the Tuition Reimbursement administrative policy.

CHAPTER 5 - PAID LEAVE

SECTION 5.1 VACATION POLICY

Vacation time is important and essential to your health, morale, job satisfaction and successful job performance. Vacation time shall be scheduled by and approved by the Department Director, taking into consideration the departmental workload and the needs and demands of the Village. The Department Director may deny vacation based upon operational need. Vacation time may not be used before it is earned.

5.1.1 Except as otherwise provided in this section, eligible full-time employees shall earn vacation on a bi-weekly basis according to the following schedule.

Employee Vacation Benefit

<u>Years of Service</u>	<u>Bi-weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>	<u>Maximum Accrual</u>
1st through 6 th			
Based on 40 Hr. Wk.	3.08	80.00	120.00
Based on 37.5 Hr. Wk.	2.89	75.00	112.50
7th through 12th year			
Based on 40 Hr. Wk.	4.62	120.00	180.00
Based on 37.5 Hr. Wk.	4.33	112.50	168.75
13 years through 19 th year			
Based on 40 Hr. Wk.	6.16	160.00	240.00
Based on 37.5 Hr. Wk.	5.77	150.00	225.00
20 years			
Based on 40 Hr. Wk.	7.69	200.00	300.00
Based on 37.5 Hr. Wk.	7.21	187.50	281.25

Department Directors and other Salaried Personnel

	<u>Bi-weekly Hours Earned</u>	<u>Total Hours of Vacation Per Year</u>	<u>Maximum Accrual</u>
1 st through 4 th year			
Based on 40 Hr. Wk	4.62	120.00	180.00
Based on 37.5 Hr. Wk.	4.33	112.50	168.75
4th through 19 th year			
Based on 40 Hr. Wk	6.15	160.00	240.00
Based on 37.5 Hr. Wk.	5.77	150.00	225.00
20+ years			
Based on 40 Hr. Wk	7.69	200.00	300.00
Based on 37.5 Hr. Wk.	7.21	187.50	281.25

5.1.2 Regular Part-Time Employees

Part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and working a minimum of one thousand forty (1040) hours annually in paid-leave-benefit-eligible positions shall be entitled to vacation time on a pro-rata basis as defined in their individual employment offer and thereafter subject to approval by the Village Manager.

5.1.3 Other Requirements/Regulations

A. Accumulation During Leave

Credit for vacation leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Vacation leave shall continue to accumulate during a leave of absence with pay, during lost time due to an on-the-job injury under certain circumstances, or during an authorized vacation leave or sick leave.

B. Holidays During Vacation Leave

Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

C. Payment of Vacation Leave Upon Termination of Employment

The Village shall compensate employees for vacation leave earned and unused at the date of termination of employment, at the employee's current pay rate.

D. Waiver of Vacation Leave

As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

E. Minimum Leave

Vacation leave shall be taken in units of not less than two (2) hours unless otherwise authorized by the Department Director

F. Maximum Accumulation

Employees shall be allowed to carry over up to, but no more than, one and one-half times their annual accrual on a per pay period basis. Any vacation time more than the maximum accumulation that remains at the end of a pay period will be forfeited.

SECTION 5.2 HOLIDAYS

For full and regular part-time employees, the following holidays shall be considered paid holidays on the day observed by the Village. Holiday benefits for employees covered by any collective bargaining agreement shall be as set forth in such agreement.

- | | |
|---------------------------|----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Thanksgiving Day |
| 3. President's Day | 9. Friday after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Juneteenth | 11. Christmas Day |
| 6. Independence Day | |

- A. Where an observed holiday falls on a normally scheduled workday, the employee will receive the day off with pay at their regular straight time hourly rate of pay. However, if an hourly employee is scheduled to work on a holiday, the employee will be paid at their straight time hourly rate for the number of hours they are scheduled to work, in addition to the pay for the observed holiday. For any hours worked in excess of the regularly scheduled hours, pay for working the holiday will be at the rate of double time the employee's normal hourly rate of pay. Only hours actually worked will be used in the calculation. If the Department Director requires a salaried employee's services on a holiday, the time may be taken/flexed, at the discretion of the Department Director.
- B. If an hourly employee is called in to work on a holiday when not previously scheduled, the employee will be paid at the double time rate of pay for all unscheduled hours worked and will also receive the holiday pay for the number of hours the employee is regularly scheduled to work. Only hours actually worked will be used in the calculation.
- C. Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the observed date of the holiday shall be considered a holiday for payroll purposes and shall not be charged to the employee's accumulated vacation leave.

- D. If an employee is absent from work the day before or after a holiday or on the holiday (if the employee is scheduled to work on the holiday), the employee will not receive holiday pay until proof of illness or other excusable absence is established in a manner suitable to the employee's Department Director.
- E. If an employee is absent from work on unpaid leave the day before a holiday or on the holiday (if the employee is scheduled to work on the holiday), the employee will not receive holiday pay.
- F. Regular Part-Time Employees

Regular part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and working a minimum of one thousand forty (1,040) hours shall be entitled to pro-rational holiday pay if the holiday falls on the employee's regularly scheduled workday and the employee works the holiday, as authorized by the Department Director.

- G. Water Division Shift Employees

Employees in the Water Division working ten (10) hour shifts and scheduled to work on an observed holiday, shall be paid ten (10) hours of holiday pay and ten (10) hours of regular pay. Employees working ten (10) hours shifts and not scheduled to work the holiday shall be entitled to ten (10) hours of holiday pay.

Employees in the Water Division working eight (8) hour shifts and scheduled to work ten (10) hours on an observed holiday shall be entitled to eight (8) hours of holiday pay, eight (8) hours of regular pay and two (2) hours of overtime at a rate of double time. Employees working eight (8) hour shifts and not scheduled to work the holiday shall receive eight (8) hours of holiday pay.

SECTION 5.3 PERSONAL DAYS

5.3.1 Full-time employees and regular part-time employees (regularly scheduled to work twenty (20) hours or more per week, and working a minimum of one thousand forty (1040) hours annually are entitled to three (3) personal days, equal to their regularly scheduled daily hours,. New employees are credited personal days (with hours equal to their regularly scheduled daily hours) upon hire.

The use of the personal day is subject to the scheduling approval of the Department Director. The Department Director may deny the use of personal days for operational need. Personal days are non-cumulative and must be taken within the calendar year. Unused personal days not taken within the calendar year are forfeited, and unused

personal days are not paid to an employee upon separation. Personal days shall be taken in units of not less than two (2) hours, unless otherwise authorized by the Department Director.

5.3.2 Part-time employees scheduled to work less than twenty (20) hours per week and temporary employees will accrue up to forty (40) hours of personal time per calendar year, earning one (1) hour of personal time for every forty (40) hours worked. Personal time may be used provided the employee has completed ninety (90) calendar days of continuous employment. Personal time can be used for any reason but should be requested in advance. Personal time shall be taken in not less than two (2) hour increments, unless otherwise authorized by the Department Director. The use of earned personal time is subject to the scheduling approval of the Director. The Department Director may deny personal time based on operational need. The use of personal time is capped at forty (40) hours per year. Personal time may be accumulated up to a maximum accrual bank of eighty (80) hours. Unused personal time is not paid to an employee upon separation. Should a part-time employee scheduled to work less than twenty hours per week or a temporary employee leave employment and return within one year of their termination date, their previously earned but unused personal time will be reinstated.

5.3.3 Paid-On-Call employees in the Department of Fire/EMS, who do not otherwise earn paid leave in another position of the Village, will accrue up to forty (40) hours of personal time per calendar year, earning one (1) hour of personal time for every forty (40) hours worked. Personal time shall be taken in not less than two (2) hour increments, unless otherwise authorized by the Department Director. The use of earned personal time is subject to the scheduling approval of the Director. The Department Director may deny personal time based on operational need. The use of personal time is capped at forty (40) hours per year. Personal time may be accumulated up to a maximum accrual bank of forty (40) hours. Remaining unused personal time will be paid out to a Paid-On-Call employee at the regular straight time hourly rate annually, in or around the second pay period of the following calendar year if an employee is still employed by the Village. Unused personal hours are not paid to an employee upon separation.

SECTION 5.4- SICK LEAVE

5.4.1 Sick Leave Program

Sick Leave is accumulated by full-time and regular part-time employees at a rate of one (1) day (consistent with the number of hours in the employee's regular workday) of sick leave for each completed month. Sick leave may be accumulated up to a maximum accumulation of two hundred forty (240) working days (consistent with the number of regularly scheduled hours in a regular workday). Regular part-time employees scheduled to work a minimum of twenty (20) hours per week and working a minimum

of one thousand forty (1,040) hours annually shall be entitled to sick leave on a pro-rata basis.

Sick Leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, when there is an illness in the employee's family (i.e., spouse, domestic partner, child (birth, adopted, step), parent, or member of employees' household that requires the employee's presence, for medical appointments which cannot be scheduled outside of working hours.

A maximum of twelve (12) sick days may be used, when there is an illness of certain extended family members of the employee (grandparent, grandchild, sibling, parent-in-law, or stepparent), unless otherwise authorized by the Village Manager.

5.4.2 Authorization of Sick Leave

Each Department Director will have primary discretion for granting sick leave to employees in their department. Sick leave may not be used before earned.

5.4.3 Minimum Leave

Sick Leave shall be taken in units of not less than two (2) hours, unless at the discretion of the Department Director.

5.4.4 Accumulation During Leave

Sick leave shall not accumulate during any leave of absence without pay or during any lay-off or disciplinary suspension. Sick leave shall continue to accumulate during a leave of absence with pay due to an on-the-job injury under certain circumstances, or during an authorized vacation or sick leave.

5.4.5 Reporting of Absence

Notice of absence due to illness or injury shall be given by the employee to their immediate supervisor as early as possible, with as much advance notice as reasonably feasible before the scheduled start of the workday. In any event, the supervisor should be advised no less than sixty (60) minutes before the starting time on the day of the absence unless extenuating circumstances exist. The employee, when reporting to the Department Director personally, or through another person, must detail the reasons for the absence and the anticipated duration of such absence. Notification of an absence is not approval of benefit time off. All requests for use of paid time off must be approved in advance by the employee's Department Director or the Village Manager.

5.4.6 Medical Certificate Required

A doctor's statement or other viable documentation shall be provided for any use of sick leave of three (3) or more consecutive workdays (unless specifically excused by the Village Manager or designee), or if the Department Director suspects abuse or a pattern of frequent, excessive, improper or unnecessary sick leave use. The medical documentation must state that the employee was seen by the physician, be signed by the physician, state that the employee was unable to work (or that their presence was necessary if for a family member) and that the employee may return to work if the employee does not supply such statement/documentation or said statement is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be charged to an appropriate paid time off accrual bank, or be without pay, at the discretion of the Village Manager or their designee. Failure to report absence because of illness may result in time off without pay and/or disciplinary action up to and including termination. Any costs associated with providing a doctor's statement are the responsibility of the employee. The Village may require a second opinion by a physician designated by the Village. The Village will pay for the opinion by the second physician.

5.4.7 Sick Time Retirement Benefit

Effective January 1, 2025, full-time employees and regular part-time employees, who are regularly scheduled to work a minimum of twenty (20) hours per week and working one thousand forty (1040) or more hours annually, terminating employment in good standing with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days (consistent with the number of hours in the employee's daily work schedule) of unused sick leave, the Village will pay for accumulated unused sick leave at the employee's final straight time hourly rate of pay up to a maximum of sixty (60) days.

For employees covered by IMRF, the Village may pay for accumulated unused sick leave at a lesser amount that does not increase the employee's final earnings over the cap contained in 40 ILCS 5/7-172(k). In the event the Village pays less than sixty (60) days unused sick leave at the time of retirement, the employee may receive payment for the remaining balance up to the sixty (60) day maximum approximately ninety (90) days following the employee's retirement date. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement or, for salaried personnel, at their straight time weekly rate at the time of retirement. Employees who notify the Village of the employee's intended retirement at least forty-eight (48) months in advance of the intended date of retirement may, upon approval of the Village Manager, receive the sick leave buy back benefit prior to retirement subject to the conditions approved by the Village Manager and any other applicable limitations.

If the employee is retiring in good standing pursuant to the provisions of the employee's applicable pension plan, but has worked less than twenty years (20) years of consecutive service with the Village, then the following applies:

- No sick leave buy back for those who have worked for the Village less than ten (10) complete consecutive years.
- Employees retiring from the Village with ten (10) to twenty (20) years of service are eligible for a sick leave buy back within the limitations set forth above up to a maximum of sixty (60) days if they have used less than 20% of their available sick leave.

5.4.8 Other Conditions

- A. Sick leave will be paid at the regular straight time hourly rate and only for regularly scheduled weekly hours up to a maximum of forty (40) hours.
- B. Violations of the regulations for use of sick leave or requests for use for an improper purpose is an act of dishonesty and can result in disciplinary action or discharge in accordance with the Village's disciplinary procedures.

SECTION 5.5 SAFETY INCENTIVE

To demonstrate the Village's commitment to safety, a safety day or safety award may be granted to employees who attend at least two (2) department required safety trainings over the course of a year. Employees must be full-time or regular part-time working thirty (30) hours a week.

Employees working a significant portion of their job in a non-office environment qualify for a safety day. Office/administrative employees who are at less risk of involvement in an accident will be eligible for a safety day.

The Village Manager will make the final determination regarding which employees are qualified to receive the safety incentive.

5.5.1 Conditions

- A. Employees shall not substitute regular pay for the time off.
- B. The Safety Day shall only be scheduled with the approval of the Department Director during the calendar year following the award.

- C. The safety program shall begin on January 1st and conclude on December 31st of each year respectively.

SECTION 5.6 BEREAVEMENT LEAVE

An employee may be granted by the Department Director an emergency leave of absence of up to three (3) days without loss of pay in cases of death or serious illness of a member of the employee's immediate family. Members of the immediate family are generally considered to be spouse or domestic partner, parent (including stepparent), sibling, children (birth, step, adopted), parent-in-law sibling-in-law, child-in-law, grandparent, and grandchild, and grandparent-in-law or as otherwise approved by the Village Manager.

The purpose of such leave shall be to attend the funeral, including making arrangements for the funeral, in case of death or to permit the employee to be present in case of serious illness. The Village Manager, employee's Department Director reserves the right to request documentation of the absence.

In addition to the above, full-time and regular part time employees who have worked one thousand two hundred and fifty (1250) hours during the prior 12 month period are entitled to an additional seven (7) days of unpaid leave for the death of a family member referenced above or in the event of a stillbirth, miscarriage, unsuccessful reproductive procedure, failed adoption or surrogacy or diagnosis that impacts pregnancy.

Employees must use the bereavement time (paid and unpaid) within sixty (60) days of the event and may use a maximum of six (6) weeks of time if the employee suffers more than one event. An employee must provide 48 hours' notice to use the leave and provide documentation of the need for leave if the Village requests it, unless otherwise approved by the Village Manager or their designee.

SECTION 5.7 JURY DUTY OR WITNESS DUTY

A full-time or a regular part-time employee shall receive full pay or pro-rated pay at their straight-time hourly rate for time not worked while serving on jury duty or testifying as a witness at the request of the Village or testifying under subpoena to matters related to their employment with the Village. Provided, such employees shall endorse to the Village any payment received for such jury or witness duty.

Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

CHAPTER 6 - UNPAID LEAVE

SECTION 6.1 FAMILY LEAVE (FMLA)

Eligible employees can take up to 12 weeks of unpaid family/medical leave within any 12-month period and be restored to the same or an equivalent position upon the employee's return from leave provided employees: (1) have worked for the Village for at least 12 months and (2) have worked at least 1250 hours in the last 12 months. The "12-month period" is a rolling period, measured backward from the date a leave is to be taken.

6.1.1 Reasons for Leave

If employees are eligible, employees may take family/medical leave for any of the following reasons: (1) the birth of a child and in order to care for a -child (biological, foster, step or legal ward child or a child of a person standing in loco parentis) ; (2) the placement of a son or daughter with employees for adoption or foster care; (3) to care for a spouse, domestic partner, son, daughter or parent ("covered family member") with a serious health condition; or (4) because of the employee's own serious health condition which renders employees unable to perform the functions of the employee's position; or (5) due to a qualifying exigency during deployment of a member of the Armed Forces or a reserve component who is the employee's spouse, domestic partner, child or parent to a foreign country or the impending call or order to covered active duty of a member of a reserve component of the Armed Forces who is the employee's spouse, domestic partner, child or parent. Leave because of reasons "1" or "2" must be completed within the 12-month period beginning the date of birth or placement. In addition, spouses employed by the Village who request leave because of reason "1" or "2" or to care for an ill parent may only take a combined aggregate total of 12 weeks leave for such purposes during any 12-month period.

If employees are eligible, employees may take up to twenty-six (26) weeks to care for a spouse, domestic partner, parent, child or individual for whom employees are the nearest blood relative who 1) is a member of the Armed Forces (or National Guard or Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty and has rendered the servicemember medically unfit to perform the duties of the servicemember's office, grade or rank; or 2) is 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. Leave to care for an injured or ill servicemember will begin on the first day of such leave and must be completed within 12- months from that date. Leave for an injured servicemember may be taken only once per servicemember, unless that servicemember has a subsequent

injury or illness incurred in active military duty. Spouses employed by the Village who request injured servicemember leave may only take a combined aggregate total of twenty-six (26) weeks of leave for such purposes. Any FMLA leave taken by an employee for reasons other than an injured or ill servicemember will reduce the twenty-six (26) weeks of available leave to care for a servicemember.

Employees may not be granted an FMLA leave to gain employment or work elsewhere, including self-employment. If employees misrepresent facts in order to be granted an FMLA leave, employees will be subject to immediate termination.

6.1.2 Notice of Leave

If an employee's need for family/medical leave is foreseeable, employees must give the Village at least thirty (30) days prior written notice. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, employees are expected to notify the Village as soon as practical, generally the same day employees learn of the need for leave. Employees should follow the Village's policy regarding reporting absences in advance.

6.1.3 Medical Certification

If employees are requesting leave because of the employee's own or a covered family member's serious health condition, employees and the relevant health care provider must supply appropriate medical certification. Employees may obtain a Certification of Health Care Provider form from the personnel officer. The medical certification must be given within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial or delay of leave. It is the employee's responsibility, not the health care provider's, to ensure that the Village receives the fully completed medical certification by the deadline. If the Village does not receive a fully completed certification by the deadline (unless there is a legitimate reason for the delay), or if the certification does not confirm an FMLA-qualifying condition, the employee's absences will be treated according to the Village's attendance standards.

The Village, at its expense, may require an examination by a second health care provider designated by the Village. If the second health care provider's opinion conflicts with the original medical certification, the Village, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Village may also require medical recertification periodically during the leave, and employees may be required to present a fitness-for-duty verification upon their return to work following a leave for the employee's own illness.

The Village will also require certification in support of leave for a qualifying military exigency.

6.1.4 Reporting While on Leave

If employees take a leave because of the employee's own serious health condition or to care for a covered family member, employees may be required to contact the employee's Department Director on a regular basis regarding the status of the employee's condition and intention to return to work. For leaves for other purposes, employees may be periodically required to report on the employee's status and intent to return to work.

1.1.1. Leave is Unpaid

FMLA leave is unpaid leave. The Village will require employees, consistent with leave policies, to use paid vacation, compensatory time, personal leave and sick leave concurrently with unpaid FMLA leave, unless the leave otherwise is paid (e.g., because the employee is receiving workers' compensation, disability or PEDDA benefits, which will also run concurrently with and be designated as FMLA leave where qualifying). The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

6.1.5 Medical and Other Benefits

During an approved family/medical leave, the Village will maintain an employee's health benefits, as if employees continued to be actively employed. If paid leave is substituted for unpaid family/medical leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If employees leave is unpaid, employees must pay the employee's portion of the premium during the leave. An employee's group health care coverage may cease if the employee's premium is more than thirty (30) days late. If employees do not return to work at the end of the leave period, employees may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless employees cannot return to work because of a serious health condition or other circumstance beyond the employee's control.

6.1.6 Intermittent and Reduced Schedule Leave

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours employees work per workweek or workday) if medically necessary. If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked. In addition, while employees are on an intermittent or reduced schedule leave for foreseeable, planned medical treatment, the Village may temporarily transfer employees to an available

alternative position which better accommodates the employee's recurring leave, and which has equivalent pay and benefits.

6.1.7 Returning from Leave

If employees wish to return to work at the expiration of the employee's leave, employees are entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, employees have no greater right to reinstatement or other benefits and conditions of employment than if employees had not taken leave. Employees must return to work immediately after the expiration of the employee's approved FMLA leave in order to be reinstated to the employee's position or an equivalent position.

If employees take leave because of the employee's own serious medical condition, employees are required to provide medical certification that employees are fit to resume work. Employees failing to provide the Return-to-Work Medical Certification form will not be permitted to resume work until it is provided.

Additional information about FMLA can be found on the U.S. Department of Labor website.

SECTION 6.2 GENERAL LEAVE OF ABSENCE

Employees may request a general unpaid leave of absence for personal matters. The decision to grant such leave shall be at the sole discretion of the Village Manager. Such leave may be requested for:

- A. The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the Village.
- B. To recover their own health or attend to family illness. (See Family Leave Section 6.1.)
- C. Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-Village related cases, and for purposes other than the above that are deemed beneficial to the Village service.

6.2.1.1 General Leave of Absence - Procedure

- A. Employees may submit a written request to their Department Director asking for a leave of absence with or without pay. The request shall be in

writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Department Director shall be forwarded to the Village Manager for authorization.

- B. Authorization for such leave shall be within the sole discretion of the Village Manager whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.
- C. An employee is required to exhaust available paid vacation, compensatory time, personal leave and, if applicable, sick leave before unpaid general leave of absence is commenced.

6.2.2 General Leave of Absence - Benefits

- A. For the remainder of the month during which a general leave begins, and for one (1) calendar month thereafter, the Village will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the Village, shall be fully paid by the employee through the duration of the leave.
- B. Except for group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave.

6.2.3 General Leave of Absence - Duration

A general leave of absence may be granted for up to twelve (12) workweeks. Extensions may be granted for additional periods of up to twelve (12) additional workweeks, not to exceed a total of twenty-four (24) workweeks (including any period of Family Medical Leave), unless a further definitive period of leave may be appropriate as a reasonable accommodation.

6.2.4 General Leave of Absence - Return to Duty

- A. A return date shall be agreed to by the employee and the Village Manager at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
- B. An employee may request an extension of the general leave by making application to the Village in the same manner as on original application. Provided, such extension may not be granted in excess of the limit set forth in Section 6.2.3.

- C. An employee returning from a general leave will be placed in the employment position held before the leave began, if the employment position is vacant. If, the former employment position is not vacant, the employee may be returned to the most equivalent, available employment position with the Village for which the employee is qualified, with the right of the employee to transfer to the employee's former employment position if and when it becomes available if the employee remains qualified.
- D. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the personnel officer a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

6.2.5 General Leave of Absence - Resignation

An employee who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the Village.

SECTION 6.3 VESSA LEAVE

The Victims' Economic Security and Safety Act (known as "VESSA") provides an employee who is a victim of domestic violence, sexual violence, gender violence or any other crime of violence or who has a family or household member (spouse, parent, grandparent, child, grandchild, sibling, or other person related by blood or by present or prior marriage, other person who shares a relationship through a child or any other individual whose close association with the employee is the equivalent of a family relationship as determined by the employee, and persons jointly residing in the same household), who was a victim of domestic violence, sexual violence or gender violence or any other crime of violence, may take with up to twelve (12) weeks of unpaid leave in any twelve (12) month period for reasons identified in subsection 1-5 of Section 6.3.1 below but not more than ten (10) work days of unpaid leave for reasons set forth in subsection 6-8. VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests.

6.3.1 Reasons for Leave

Employees may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to

increase the safety of the victim from future violence or ensure economic security, or (5) to seek legal assistance or remedies to ensure the health and safety of the employee or family or household member, including preparing for or participating in any legal proceeding related to or resulting from violence; (6) attending the funeral or alternative to funeral or wake of a family or household member who is killed in a crime of violence; (7) making arrangements necessitated by the death of a family or household member who is killed in a crime of violence; (8) grieving the death of a family or household member who is killed in a crime of violence. If an employee misrepresents facts in order to be granted a VESSA leave, the employee will be subject to immediate termination.

6.3.2 Notice Of Leave

An employee must give the Village at least forty-eight (48) hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If an employee is unable to provide advance notice, the employee must provide notice when they are able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

6.3.3 Reporting While On Leave

Employees may be required to contact their Department Director on a regular basis regarding the status of their leave and their intention to return to work.

6.3.4 Certification

Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of violence, and (3) the leave is to seek assistance for a purpose covered by the Act. The employee must provide written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and if the employee has possession of such document, the employee shall provide one of the following documents: (1) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic, gender, sexual or other crime of violence or the effects of the violence, (b) a police or court or military record, (c) a death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, documenting that a victim was killed in a crime of violence; or (d) other corroborating evidence.

It is the employee's responsibility to ensure that the Village receives the proper certification. If the Village does not receive adequate certification within a reasonable time period after leave is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences may instead be processed under other applicable leave policies and the employee will be held accountable for time taken under the Village's attendance standards.

6.3.5 Leave Is Unpaid

VESSA leave is unpaid leave. An employee may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for the employee, because the employee was temporarily disabled due to domestic, gender or sexual violence, the employee may use any accrued sick time for that portion of the leave. An employee may use accrued vacation or other personal time for any of the purposes allowed under the Act. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

6.3.6 Medical and Other Benefits

During an approved VESSA leave, the Village will maintain an employee's health benefits, as if the employee continued to be actively employed. If paid leave is substituted for unpaid leave, the Village will deduct the employee's portion of the health plan premium as a regular payroll deduction. If an employee's leave is unpaid, the employee must pay the employee's portion of the premium during the leave. The employee's group health care coverage may cease if the employee fails to make timely payments of the employee's share of the premiums. If an employee does not return to work at the end of the leave period, the employee may be required to reimburse the Village for the cost of the premiums paid by the Village for maintaining coverage during the employee's unpaid leave, unless the employee cannot return to work because of the continuance, onset or recurrence of domestic or sexual violence, or other circumstances beyond the employee's control. If that is the case, the employee will be required to produce written certification to confirm the circumstances beyond the employee's control.

Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. An employee will remain entitled to all the employee's benefits which accrued prior to the employee's leave, however.

6.3.7 Intermittent And Reduced Schedule Leave

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours an employee works per workweek or workday). If leave is unpaid, the Village will reduce the employee's salary based on the amount of time actually worked.

6.3.8 Other Applicable Leaves

VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the Family and Medical Leave Act ("FMLA"), will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will also be designated as VESSA leave. VESSA leave will coordinate with leave under the Family Bereavement Leave Act as provided in VESSA.

6.3.9 Returning From Leave

If an employee wishes to return to work at the expiration of the employee's leave, the employee is entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, the employee has no greater right to reinstatement or other benefits and conditions of employment than if the employee had not taken leave. The employee must return to work immediately after the expiration of the employee's approved VESSA leave in order to be reinstated to the employee's position or an equivalent position.

If an employee takes leave because of the employee's own medical or psychological condition, the employee is required to provide medical certification that the employee is fit to resume work, according to the Village's usual policies.

6.3.10 Reasonable Accommodation In The Workplace

The Village will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic, gender, sexual or other crime of violence, unless the accommodation would cause the Village an undue hardship. If an employee is an otherwise qualified individual who can perform the essential functions of the employee's job, but needs such an accommodation, the Village may provide an adjustment to the job structure, workplace facility, work requirements, or the employee's telephone number, seating assignment, or physical security of the employee's work area in response to a need covered by VESSA. The Village will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the Village Manager or their designee.

6.3.11 Confidentiality

The Village will maintain an employee's written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The Village will not disclose the nature of the employee's leave other than to those specific persons who need to know in order to ensure the employee receives their VESSA rights, except as requested or consented to in writing by the employee; or otherwise required by federal or state law.

6.3.12 No Retaliation

The Village strictly prohibits any of its employees, managers or other representatives from discriminating, retaliating, or otherwise treating an employee unfavorably for requesting or taking VESSA leave or exercising any other rights under VESSA. If an employee feels they have been denied their VESSA rights or if an employee feels they have been treated unfavorably for having exercised any VESSA rights, the employee should immediately report such action to the Vice President of Administration and Community Services. The Village will investigate the employee's concerns and take corrective action if it determines that someone has violated the Village's VESSA policy.

SECTION 6.4 MILITARY LEAVE

Military leave and pay shall be granted in accordance with applicable federal and state law.

SECTION 6.5 ADDITIONAL LEAVES (SCHOOL VISITATION, BLOOD/ORGAN DONATION, ETC.)

The Village recognizes employees' right to additional forms of leave as provided by state law. Please notify the Department Director with any questions or concerns regarding the need for time off for any reason.

CHAPTER 7 - DISCIPLINARY AND SEPARATION ACTION

SECTION 7.1 DISCIPLINE

It shall be the duty of all employees to maintain high standards of conduct, cooperation, efficiency, and economy in their work for the Village. Department Directors and Supervisors shall organize and direct the work of their units in a manner to achieve these objectives.

Discipline is established for the good of the Village and its employees, and is intended to improve employee performance, or to correct unacceptable employee action. Talking and counseling with an employee and imposition of special training of an

employee in their job or recommendation or imposition of EAP is not considered discipline. Discipline includes imposing a penalty for breaking rules or for actions that are detrimental and/or disruptive to the effective discharge of Village functions.

In most cases, disciplinary action will ordinarily be of a progressive nature. Repeated violations of the same rule, violations of more than one rule in a single act, violations of different rules at different times, and aggravating circumstances, may be examples for accelerated or compound disciplinary action. Moreover, certain types of offenses may result in immediate dismissal.

This section shall not limit the ability of the Village to take actions regarding employees that it deems appropriate.

7.1.1 Examples for Disciplinary Action

The following is a partial list of conduct that is prohibited and will not be tolerated. The illustrations of offenses listed are not intended as a complete inventory of what can occur in the work environment; such a list would be limitless, but they are to serve as a guide in determining appropriate action.

- A. Incompetency, negligence, misconduct or inefficiency in the performance of assigned duties.
- B. Abusive, threatening or offensive attitude, conduct or language in a public place, towards the public, Village officials, or other employees, or abusive in conduct resulting in physical harm or injury to other employees or to the public.
- C. Violation of any regulation, order or rule, or failure to obey any lawful and reasonable direction given by a superior, including when failure to obey amounts to insubordination, or does or is reasonably expected to result in lower morale or to result in loss, inconvenience, or injury to the public or the Village.
- D. Acceptance for personal use of a gift, fee or other valuable thing which would be in conflict with the Section 2.18, Gifts and Gratuities, of this manual; inducing or attempting to induce another to commit an unlawful act; or any unethical conduct.
- E. Violation of the Village's Anti-Harassment or Equal Employment Opportunity policies.

- F. Any act or occurrence after employment that would have disqualified an individual from initial employment, including conviction of a criminal offense bearing on the performance of job duties.
- G. Where the employee, through carelessness, negligence, or willful misconduct, has caused damage to public property or waste of public supplies or money.
- H. Misappropriating Village property, unlawfully disposing of Village property or records, or other conduct that has or reasonably can be expected to result in loss or injury to the Village or public.
- I. Failure to follow safety rules and regulations or to abide by safe practices.
- J. Where the employee has been absent without leave or has failed to report following the expiration of a leave of absence, for a period of three (3) working days.
- K. Where the employee, without taking a leave of absence without pay, engages in political activities in connection with the Village. (Sec. 2.20)
- L. Excessive absenteeism; unauthorized absences from duty; abusing lunch and break period time limitations.
- M. Refusal to comply with the instructions or directions of supervisors; failure or refusal to cooperate with an internal investigation.
- N. Use of obscenity or other abusive or antagonistic language, attitudes or conduct toward fellow employees, supervisors, residents, or vendors, including acts that interfere with proper cooperation of Village employees to the detriment of efficient public service.
- O. Possession, purchase, use, selling or being under the influence of intoxicating liquor or drugs on Village property, or while operating Village equipment, or while performing the duties associated with the employee's position.
- P. Possession of weapons, explosives or other dangerous objects or substances or of stolen property.
- Q. Where the employee falsely claims disability due to sickness or injury or when an employee improperly uses sick leave as outlined in Section 5.4.8 B.

- R. Disclosing confidential records or information relating to the Village, its residents and vendors.
- S. Theft of or use of Village equipment, property, or material for performing personal or for any other inappropriate purpose.
- T. When the employee has used, threatened or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay or other character of work.
- U. Falsification or alteration of time sheets, personnel records, employment application or any other Village records, including untruthfulness in any Village employment records or investigation.
- V. Withholding information or providing misleading or false information about a job-related injury, illness or accident.
- W. Sleeping during working hours outside of assigned duties.
- X. Engaging in unauthorized personal business during work hours.
- Y. Failure to maintain a neat, clean, and businesslike appearance to be a credit to the Village.
- Z. Failure to comply with any other Village policy or directive or any other misconduct as determined by the Village.

7.1.2 Forms of Discipline

This section lists possible disciplinary actions that may be utilized by the Village. This Section is not a limitation on the Village's authority to impose any form of discipline that it determines to be appropriate in its sole discretion based upon the facts of any given situation. Also, this section is not a guarantee that disciplinary actions will occur in any specified sequence or that one action must necessarily precede another. The Village retains the right to discipline and discharge an employee with or without cause or notice. Nothing contained herein shall prohibit the Village from taking interim measures such as placing an employee on a paid or unpaid leave pending completion of an investigation or gathering of additional information.

A. Reprimand.

The reprimand is usually issued, orally or in writing, when an employee's performance or conduct do not meet acceptable minimum standards.

Generally, criteria for improvement of performance will be detailed and time limits set for accomplishment of acceptable performance.

B. Transfer

An employee may be involuntarily transferred where the employee's performance in their assigned position is below the acceptable minimum and where the supervisor determines that the employee's particular skills might be better utilized in a different position. No reduction in grade or regular base salary will occur when a transfer is made, but future increases may be delayed or curtailed for an indefinite period of time.

C. Demotion

Demotions for disciplinary reasons may be necessary so that the employee, whose work has not been satisfactory, but who does not deserve dismissal, may be retained and assigned less responsible work.

When a Department Director believes that a demotion is in order as a result of misconduct, poor quality of work, infraction of rules, or for other cause, the Department Director shall request that such action be taken by the Village Manager. A reduction in rate of pay shall be determined as appropriate by the Village Manager.

D. Suspension

Any action on the part of any employee which is in violation of the orders of their supervisor or contrary to Departmental or Village rules and policies may be suspended without pay. This power is exercisable by the Department Director in conjunction with the personnel officer, for suspensions of up to five (5) unpaid days. Any suspension in excess of five (5) unpaid days, and not to exceed thirty (30) unpaid days, must have the approval of the Village Manager.

A written statement by the Department Director notifying the Village Manager and the employee of the reason(s) for the suspension shall be provided. When a Department Director is suspended the Village Manager shall notify, in writing, the President and Board of Trustees.

E. Dismissal

The Department Director with the approval of the Village Manager may dismiss any employee. The notice of dismissal shall be in writing and shall state the specific charges and reasons for dismissal.

When a Department Director is dismissed the Village Manager shall notify, in writing, the President and Board of Trustees.

SECTION 7.2 GRIEVANCE PROCEDURE

Employees are encouraged to discuss with their supervisors /Department Director any work-related problem. It is the policy of the Village of Western Springs to endeavor to conduct personnel actions that are fair and to provide an open line of communication with all employees. Once identified, most problems can be resolved in a direct and open manner. The process set forth in this policy may be used to address unresolved job-related concerns or complaints.

7.2.1 Oral Report

The employee should first discuss the grievance with the immediate supervisor, preferably the same day the concern or complaint arises but in no instance later than two (2) working days of the concern or complaint, providing the reason and cause of the grievance.

7.2.2 Written Report

If the oral grievance presentation fails to settle the grievance, the employee may, within five (5) working days of the oral report, submit a written grievance report to the employee's supervisor. Within five (5) working days after receiving such grievance, the supervisor may meet with the employee to discuss the matter and shall furnish the employee with a written reply to the grievance. Include details of alleged violation(s) and if an appeal, include the reason for disagreeing with the underlying decision.

7.2.3 Appeal to Department Director

The employee may, within ten (10) working days of receipt of the written response from the supervisor, appeal the decision of the supervisor to the Department Director. In the event of an appeal, the following actions should take place:

- A. Employee shall notify the supervisor of the intent to appeal the decision.
- B. Employee shall present a written grievance to the Department Director with the record taken of the initial meeting.
- C. Within ten (10) working days after receiving such grievance, the Department Director shall furnish the employee with a written reply to the grievance.

7.2.4 Appeal to the Village Manager

The employee may, within ten (10) working days of receipt of the written response from the Department Director, appeal the decision of the Department Director to the Village Manager. In the event of an appeal, the following actions should take place.

- A. Upon the request of the employee, the Department Director shall send a memorandum to the Village Manager wherein the employee's grievances and the action taken to date are set forth.
- B. The Village Manager may conduct an investigation regarding the grievance. Within ten (10) working days of receipt of the memorandum, the Village Manager shall furnish the employee with a written reply. The Village Manager's decision in the matter is final.

SECTION 7.3 REDUCTION IN FORCE

If the Village in its discretion, determines it is necessary to reduce the overall workforce, or any portion thereof, due to lack of work, lack of available funds, or for any other reason, the Village may consider the skills, abilities and past work performance of employees in determining the continuing scope and composition of the workforce. Seniority will not have a direct bearing on who is or is not subject to a reduction in the workforce, rather the Village will consider what needs will fulfill the Village's objectives and mission and will implement a reduction in force based on such business reasons within its discretion.

SECTION 7.4 RESIGNATION

While both employees and the Village have the right to terminate employment at will, with or without cause, at any time, an employee wishing to voluntarily terminate Village employment in good standing generally is required to submit to their Department Director a written resignation stating the reason for termination ten (10) working days prior to termination date. Department Directors are requested to provide longer notice, if possible. An employee is expected to work the employee's last day of employment in order to be considered to have resigned in good standing unless otherwise approved in advance by the Village Manager.

A copy of the employee's letter of resignation shall be forwarded to the Village Manager and to the Personnel Office.

SECTION 7.5 ABANDONMENT OF POSITION

When an employee is absent from work three (3) days or longer without communicating the cause for the absence to the Department Director, this shall be

construed as job abandonment and that the employee has resigned their employment position, whether or not confirmed by the employee.

SECTION 7.6 RETURN OF VILLAGE PROPERTY

An employee, leaving Village employment, whether through resignation, lay-off, or dismissal, shall return any Village property, which they may have in possession. Failure to return all Village property may result in criminal prosecution.

SECTION 7.7 EXIT INTERVIEW

Any time an employee permanently terminates employment with the Village, the personnel officer may request an exit interview with the employee. All required paperwork will be processed and any Village property in the employee's possession must be returned.

The separating employee may be requested to complete an Exit Interview Questionnaire. The employee is encouraged, but not required, to provide input into matters directly associated with their employment with the Village, such as:

- A. Job satisfaction
- B. Training both in-house and outside
- C. Employee's impression of supervision
- D. Compensation and employee benefits
- E. General suggestions for improvement of the delivery of services to residents

SECTION 7.8 FINAL PAY

The final compensation for any employee shall be paid on the next regular pay period following the effective date of said employee's termination.

SECTION 7.9 REINSTATEMENT

Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time.

Employees who resign while awaiting disciplinary action or who are discharged shall not be eligible for reemployment.



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 6, 2025

AGENDA ITEM D.3.

To: General Government Committee

From: Ellen Baer, Village Manager

CC: Michael Jurusik, Village Attorney

RE: An Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs Municipal Code.

Recommendation

Consider a recommendation to approve an Ordinance amendment to Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs municipal code.

Summary

The Village of Western Springs Municipal Code 1-13-8 provides that the Village Manager may execute contracts for materials, services or supplies in an amount equal to or lesser than \$25,000. Village Attorney Jurusik and Village Manager Baer are recommending that additional contracting authority be provided to the Village Manager for non-financial contracts, agreements and other similar documents (e.g., intergovernmental agreements) that contain an indemnification clause or other binding provisions and such approvals will thereafter be subject to ratification by the Village Board at a subsequent Village Board meeting. This amendment will assist the Village in the timely execution of these agreements.

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of an Ordinance amending Title 1 (Administration), Chapter 13 (Contracts, Purchases and Financial Regulations), Section 8 (Contracts) of the Western Springs municipal code.

Strategic Plan Alignment

File Attachments

None



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: March 6, 2025

AGENDA ITEM D.4.

To: General Government Committee

From: Matthew Supert, Director of Municipal Services

CC: Ellen Baer, Village Manager, Chris Breakey, Superintendent of Public Works , Diana Puga, Municipal Services Coordinator

RE: A Resolution approving and authorizing the execution of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

Recommendation

Consider a recommendation to approve the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

Summary

The Village of Western Springs is a member of the Illinois Public Works Mutual Aid Network (IPWMA). IPWMA is a statewide mutual aid organization that was created for the purpose of providing disaster relief and mitigation to public works agencies throughout Illinois. Relying solely on neighboring communities during emergencies is dangerous as they may be impacted by the same disaster. Due to the diversity of the IPWMA members, there are many types of public works equipment made available for mutual aid.

IPWMA recently made updates to their mutual aid agreement and bylaws. These updates provide clarification that mutual aid is not just for emergencies but includes day-to-day operations and training opportunities, transitions management from IPWMA Inc. to IPWMA, an intergovernmental agency and provides a revised process for any future amendments to the agreement. Operational procedures remain unchanged. In order for the Village to retain its membership, we must complete the new mutual aid agreement within 120 days.

Financial Impact

Potential cost of providing mutual aid when called upon by the IPWMA members paired with potential cost savings when assistance is needed and provided in an emergency.

Recommended Motion

I move to recommend to the Village Board the approval of the Illinois Public Works Mutual Aid Network Intergovernmental Agreement.

Strategic Plan Alignment

Public Safety and Reduced Risk

File Attachments

1. IPWMAN_Mutual_Aid_Agreement IGA 2.24.25(2037730.1)
2. Resolution No. 25-____re Approving IGA for IPWMAN Conversion to Governmental Agency(2037727.1)

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By- Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

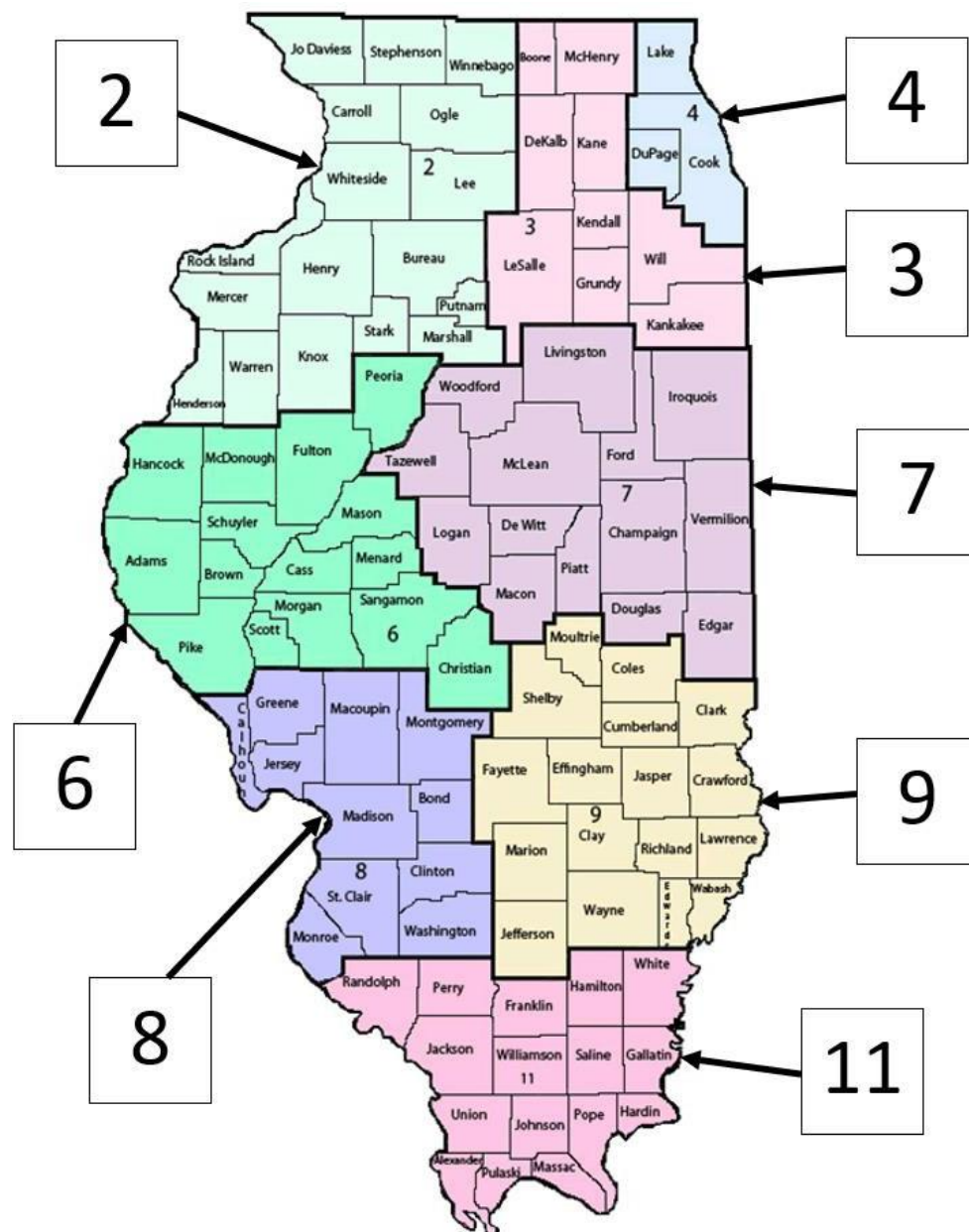
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

DRAFT 2.16.2025
RESOLUTION NO. 25-????
VOTE:
VOTING AYE:
VOTING NAY:
ABSENT:
ABSTAIN:
DATE: March 24, 2025.
OTHER: None.

A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE ILLINOIS PUBLIC WORKS
MUTUAL AID NETWORK INTERGOVERNMENTAL
AGREEMENT.

WHEREAS, by Ordinance No. 19-2961, adopted on July 22, 2019, the President and Board of Trustees of the Village of Western Springs (the "Village Board" or "Village") entered into an agreement entitled "Illinois Public Works Mutual Aid Network Agreement," an agreement which provided for mutual aid between communities in Illinois during emergency situations; and

WHEREAS, the Illinois Public Works Mutual Aid Network ("IPWMAN") provides for mutual aid in public works to protect life and property in an emergency or disaster and to support and further the response and recovery from emergencies or disasters, at an annual membership cost of \$100.00; and

WHEREAS, IPWMAN is now converting from a corporate structure to an intergovernmental agency, and therefore continued membership in the organization requires the Village to approve and enter into an intergovernmental agreement entitled "An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement," ("IPWMAN IGA") a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, at an open public meeting held on March 6, 2025, the Village's General Government Committee ("Committee") reviewed and discussed the IPWMAN IGA and received input from the Village staff and provided an opportunity for public input on the matter, and then the Committee recommended that the Village Board approve and enter into the IPWMAN IGA; and

WHEREAS, at open public meetings held on March 10, 2025 and March 24, 2025, the President and Board of Trustees of the Village reviewed and discussed the IPWMAN IGA, and the Committee's recommendation, and received input from the Village staff and provided an opportunity for public input on the matter. At its March 24, 2025 meeting, the President and Board of Trustees accepted the Committee's recommendation to approve and enter into the IPWMAN IGA; and

WHEREAS, pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/8-1-7(e)), Article VII (Local Government), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/), the President and Board of Trustees of the Village of Western Springs are authorized to approve and enter into the IPWMAN IGA, and find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, local businesses and the public to approve and enter into the IPWMAN IGA.

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

SECTION 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval and Execution of Agreement and Other Related Documents. The President and Board of Trustees of the Village of Western Springs approve and authorize the execution of the attached IPWMAN IGA. In addition, the President and Board of Trustees authorize and direct the President and Clerk, or their designees, to execute the final version of the IPWMAN IGA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and further authorize and direct the President and Clerk, or their designees, to execute such other documents as are necessary to fulfill the Village's obligations under the IPWMAN IGA.

SECTION 3. Approval of Financial Obligations and Other Documents. The President and Board of Trustees further approve and authorize the expenditure of Village funds and/or other available funds to pay for the Village's financial obligations under the IPWMAN IGA, and also authorize and direct the Village Manager and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the IPWMAN IGA.

SECTION 4. Delivery of Certified Copy of Resolution, Executed Agreement and Other Signed Documents. After approval and execution of this Resolution and the IPWMAN IGA by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and an executed version of the attached IPWMAN IGA to the Illinois Public Works Mutual Aid Network for record retention purposes.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

PASSED by the Board of Trustees of the Village of Western Springs, Cook County, Illinois, at a Regular Meeting thereof, held on the 24th day of March, 2025, and approved by me as Village President on the same day, and attested by the Village Clerk on the same day.

Heidi Rudolph, Village President

ATTEST:

Edward Tymick, Village Clerk

Exhibit "A"

**AN INTERGOVERNMENTAL AGREEMENT PROVIDING FOR MEMBERSHIP IN
THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT**

(attached)

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Edward Tymick, Village Clerk of the Village of Western Springs, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 25-_____

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK
INTERGOVERNMENTAL AGREEMENT.**

which was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Meeting held on the 24th day of March, 2025, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 24th day of March, 2025.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this ____ day of March, 2025.

Edward Tymick, Village Clerk

SEAL