



AGENDA

GENERAL GOVERNMENT COMMITTEE

General Government Committee: July 8, 2026 at 5:30 PM

Village Hall 740 Hillgrove Avenue, Western Springs, IL 60558

A. Call to Order

B. Approval of Minutes

1. June 15, 2026 Meeting Minutes

C. Public Comment

D. New Business

1. Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 360
2. St. John of the Cross – Requests for Special Events Liquor License and Temporary Use Permit for Family Fest 2026
3. Fiscal Year 2027 Budget

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, please email accommodations@wsprings.com or contact Jill Izzo at 708-246-1800, extension 127.

GENERAL GOVERNMENT COMMITTEE
June 15, 2026 Meeting Minutes
Village Hall
740 Hillgrove Avenue, Board Room
Western Springs, IL 60558
6:15 p.m.

Present

Chair Chen, Member Nawrocki, President Heidi Rudolph, Village Manager Ellen Baer, Deputy Village Manager Casey Biernacki, Director of Community Development Heather Valone, Deputy Village Clerk Jill Izzo, Human Resources Manager Daisy Chavez, Director of Municipal Services Matthew Supert, Alex Corral (Clever Drinker)

Electronic Participation: None.

Call to Order

Chair Chen moved to open the committee meeting, seconded by Member Nawrocki. The motion passed on a roll call vote. Voting aye: Chair Chen and Member Nawrocki. The General Government Committee meeting was called to order at 6:15 p.m.

Agenda Items

1. Public Comment

None.

2. Approval of Minutes

Chair Chen made a motion to approve the meeting minutes of May 4, 2026, seconded by Trustee Nawrocki. Motion passed by unanimous voice vote.

3. St. John of the Cross Parish Raffle License and Bond Waiver Application

Chair Chen expressed that this item has been presented over many years and that it remains similar to passed approved raffles. Chair Chen motioned to approve the item and move it to the Village Board for consideration. Trustee Nawrocki seconded the motion.

4. The Clever Drinker, 4354 Johnson Avenue, The Clever Drinker LLC - Class "O" Liquor License

Director of Community Valone presented this item and informed the Committee that the Liquor Commission had reviewed and recommended the approval of the license.

Chair Chen questioned the hours of the business and then asked if the shop would sell retail and include wine tastings. Alex Corral, representing the Clever Drinker, informed the Committee that there were no wine tastings planned from the start as the retail shop is being developed. He explained the application included two phases. In the first phase, they are focusing more on the education of wine for purchase. A later phase will include onboarding additional specialized staff to assist in wine tasting experiences. Chair Chen questioned if there was outdoor consumption planned, which Mr. Corral informed her there was not. Chair Chen requested a review of the Liquor Commission questions and answers, which Director Valone provided.

Chair Chen motioned to approve the item and move it to the Village Board for consideration. Trustee Nawrocki seconded the motion.

5. Proclamation – June 2026 PRIDE Month

Chair Chen informed the Committee that the proclamation would be read during the Village Board meeting, later that evening.

6. Proclamation - Juneteenth

Chair Chen informed the Committee that the proclamation would be read during the Village Board meeting, later that evening.

7. Adjournment

Chair Chen moved, seconded by Member Nawrocki, to adjourn the meeting at 6:32 pm.

Respectfully submitted,

Deputy Village Manager, Casey Biernacki



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: July 8, 2026

AGENDA ITEM D.1.

To: General Government Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, Sean Gilhooley, Director of Law Enforcement Services

RE: Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police (MAP) 360

Recommendation

Staff is recommending the Village Board consider the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 360, with a term of April 1, 2025, to March 31, 2028.

Summary

The proposed collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police (MAP) 456 is attached for your review and consideration.

MAP 360 represents all Patrol Officers in the Department of Law Enforcement Services and the prior agreement expired on March 31, 2025. The proposed agreement has been ratified by the union and staff recommends that it be approved and ratified at the July 13, 2026 Board Meeting. Staff has prepared a summary of the changes in the draft agreement:

- Contract Term: April 1, 2025 to March 31, 2028
- Inclusion of a Body Worn Camera Memorandum of Understanding
- Physical Fitness testing is now voluntary.
- Wage increases are as follows:
 - April 1, 2025 3.5 %
 - April 1, 2026 3.5 %
 - April 1, 2027 3.5 %
- Officer with Prior Experience (Lateral Hire) language change to allow the Director of Law Enforcement Services, with approval of the Village Manager, the ability to advance an employee in this category an additional step each year, if appropriate.
- Juneteenth Holiday
- Health Insurance language changed to allow the Village the ability to adjust the employee single premiums to up to 15%, starting January 1, 2027.
- Dental Insurance benefits equal to non-union employees.
- Sick Leave Benefit language included to require employees to provide at least two (2) weeks of notice and work their last day to receive the sick leave benefits.

- Public Safety Employee Benefits Act (PSEBA) section removed as required by changes in the law.

Financial Impact

The FY2026 budget accounted for the wage increases proposed in this agreement.

Recommended Motion

I motion to recommend approval of the Collective Bargaining Agreement between the Village of Western Springs and Metropolitan Alliance of Police Chapter 360, with a term of April 1, 2025, to March 31, 2028.

Strategic Plan Alignment

Organizational Development

File Attachments

1. Collective Bargaining Agreement between Western Springs and MAP 360 (April 1, 2025 to March 30, 2028)

AGREEMENT

Between

VILLAGE OF WESTERN SPRINGS

and

**METROPOLITAN ALLIANCE OF
POLICE CHAPTER 360**

Upon signing ~~2022-~~March 30, 2028~~5~~

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APPENDIX E ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

AGREEMENT

This Agreement is made and entered into by and between the Village of Western Springs (hereinafter referred to as the “Village”) and the Metropolitan Alliance of Police Chapter 360 (hereinafter referred to as the “Chapter”).

It is the intent and purpose of this Agreement to set forth the parties’ entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1. Recognition.

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

Section 2. Chapter’s Duty of Fair Representation.

The Chapter agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Chapter further agrees to indemnify and hold harmless the Village from any and all

liability, including monetary damages, which result from any failure on the part of the Chapter to fulfill its duty of fair representation.

Section 3. Chapter Officers.

The Village recognizes the right of bargaining members to select Chapter officers. The Chapter shall provide the Director of Law Enforcement Services with the names of the Chapter officers. The Chapter President shall be deemed to be the Chapter's official spokesperson. The Chapter President shall not be permitted to conduct Chapter business during working hours without the specific advance approval of the Director of Law Enforcement Services or his designee.

ARTICLE II

NON-DISCRIMINATION

In accordance with applicable law, neither the Village nor the Chapter shall discriminate against any employee covered by this Agreement because of race, sex, age, religion, creed, color or national origin. Any dispute concerning the interpretation and application of this paragraph shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

Notwithstanding the other provisions of this Agreement, the parties agree that the Village may take reasonable actions necessary to comply with the Americans with Disabilities Act. Nothing contained herein is intended to preclude a grievance alleging that an action by the Village is not necessary to comply with the Americans with Disabilities Act.

ARTICLE III
CHAPTER RIGHTS

Section 1. **Dues Checkoff.**

During the term of this Agreement the Village will deduct from each employee's last paycheck each month the uniform, regular Chapter dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

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

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

Section 2. **Indemnification.**

The Chapter shall indemnify and hold harmless the Village, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of Section 1 of this Article, so long as any and all of the aforementioned claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) are not initiated by the Village. If it should be ruled by a court of competent jurisdiction that this

indemnification clause, or any part of it, is void as against public policy, then Section 1, Dues Deduction, and Section 2, Fair Share, shall each become null and void and shall no longer be considered a part of this Agreement.

Section 3. Chapter Use of Bulletin Board.

The Village will make available space on a bulletin board for the posting of official Chapter notices of a non-political, non-controversial nature, but only after such notices have been submitted to and approved by the Director of Law Enforcement Services or his designee for posting. Such approval shall be noted on the posting, along with the date it was approved and the period of time that the notice will be posted. Except as provided in this Section, there shall be no distribution or posting of Chapter materials of any kind on Village property.

Section 4. Access to Village Premises.

Duly authorized Chapter business representatives will be permitted reasonable access to the premises of the Village for the purpose of representing employees pursuant to the provisions of this Agreement. These business representatives will be identified to the Director of Law Enforcement Services or his designee in a manner suitable to the Director of Law Enforcement Services or his designee and on each occasion will first secure the approval of the Director of Law Enforcement Services or his designee to enter and conduct their business as not to interfere with Village operations. If such approval is granted, the Director of Law Enforcement Services or his designee shall designate the area where such business is to be ~~conducted~~conducted, and the period of time provided for such purpose. The Chapter will not abuse the privileges granted by this Section, and access to Village premises shall at all times be subject to general department rules applicable to non-employees.

ARTICLE IV

LABOR-MANAGEMENT COMMITTEE

At the request of either party, the Chapter President and the Director of Law Enforcement Services or their designees shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. The Chapter President may invite other bargaining unit members (not to exceed two) to attend such meetings. The Director of Law Enforcement Services may invite other Village representatives (not to exceed two) to attend such meetings. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Employees scheduled to work will notify the Director of Law Enforcement Services prior to their attendance at a meeting and if such attendance is approved, the employee will be permitted to attend the meeting during his regular hours of work with no loss of pay.

A Labor-Management Committee meeting shall not be used for the purpose of discussing any matter that is being processed pursuant to the grievance procedure set forth in this Agreement or for the purpose of seeking to negotiate changes or additions to this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee against the Village involving an alleged violation of an express provision of this Agreement. In the event that a covered employee elects to dispute his or her discharge by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then that grievance shall advance directly to Arbitration.

Section 2. Procedure.

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than fourteen (14) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate non-bargaining unit supervisor shall render a written response to the grievant within five (5) business days after the grievance is presented.
- STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the Director of Law Enforcement Services within five (5) business days after receipt of the Village's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Director of Law Enforcement Services, or his designee, shall investigate the grievance and, in the course of such investigation, the Director of Law Enforcement Services or his designee and other Village representatives (not to exceed two additional Village representatives shall offer to discuss the grievance within five (5) business days with the grievant and an authorized representative of the Chapter at a time mutually agreeable to the parties. If either party intends to bring an attorney to the Step 2 meeting, that party shall notify the other party in advance of the meeting. If no settlement of the grievance is reached, the Director of Law Enforcement Services, or his designee, shall provide a written answer to the grievant and the Chapter within five (5) business days following their meeting.
- STEP 3: If the grievance is not settled at Step 2 and the Chapter desires to appeal, it shall be referred by the Chapter in writing to the Village Manager within five (5) business days after receipt of the Village's answer at Step 2. Thereafter, the Village Manager or his designee and the Director of Law

Enforcement Services or other appropriate individual(s) as desired by the Village Manager (not to exceed three) shall meet with the grievant and a Chapter representative and other appropriate individuals as desired by the Chapter representative (not to exceed three) within fifteen (15) business days of receipt of the Chapter's appeal. If no agreement is reached, the Village Manager or designee shall submit a written answer to the grievant and Chapter within ten (10) business days following the meeting.

Section 3. Arbitration.

If the grievance is not settled in Step 3 and the Chapter wishes to appeal the grievance from Step 3 of the grievance procedure, the Chapter may refer the grievance to arbitration, as described below, within fifteen (15) business days of receipt of the Village's written answer as provided to the Chapter at Step 3:

- (a) In the absence of agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service ("FMCS") or the Illinois Labor Relations Board or other agreed upon service (assuming FMCS is no longer providing arbitration panels) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS (or other agreed upon service) to limit the panel to members of the National Academy of Arbitrators who shall be from Illinois, Wisconsin or Indiana with a business office in Illinois. Both the Village and the Chapter shall each have the right to reject one panel in its entirety within seven (7) calendar days of its receipt and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike three (3) names from the panel. The party requesting arbitration shall strike the first three (3) names and the other party shall then strike three (3) names. The remaining person shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Chapter and Village representatives.
- (c) The Village and the Chapter shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Chapter retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

- (f) The fees and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. The arbitrator shall have no authority to award monetary relief that is retroactive to any period of time more than fourteen (14) calendar days earlier than either the date on which the grievance was filed or the date on which the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section 4 shall be final and binding upon the Village, the Chapter and the employees covered by this Agreement.

Section 5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

A “business day” is defined as a calendar day exclusive of Saturdays, Sundays or holidays observed by the Village.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. Time limits will be automatically extended if the supervisor or other person responsible for responding to a grievance is on vacation or is otherwise unavailable for four (4) weeks or less.

Section 6. Miscellaneous.

No member of the bargaining unit who is serving as an Officer-in-Charge or in any acting capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the Village unless and until the Village has agreed thereto in writing.

Section 7. Election of Grievance Arbitration for Discipline.

Prior to imposing discipline, the Director of Law Enforcement Services or the Director’s designee will set a meeting with the employee to advise the employee of the proposed discipline and the factual basis therefore, in writing. At the employee’s request, the employee shall be

entitled to Union representation at that meeting. After the conclusion of said meeting, the Director or the Director's designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the grievance procedure of this Agreement or through the Board of Fire and Police Commissioners ("BOFPC"), but not both. In order to exercise the grievance option, an officer must execute an Election, Waiver and Release form ("Election Form" attached as Appendix E). This Election Form and disciplinary process is not a waiver of any statutory or common law right or remedy other than as provided herein. The Election Form shall be given to the officer by the Village, at the time the officer is formally notified of the Decision to Discipline.⁹

The employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Director or the Director's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. In the event a disciplinary grievance advances to arbitration, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was appropriate or excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Board of Fire & Police

Commissioners in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

ARTICLE VI

NO STRIKE-NO LOCKOUT

Section 1. No Strike.

Neither the Chapter nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, stoppage of work, refusal to perform overtime, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass absenteeism, refusal to cross a picket line or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. In such event, neither the affected employee or employees nor the Chapter shall have recourse to the grievance and arbitration procedure set forth in this Agreement.

Section 2. Responsibility of Chapter.

Should any activity proscribed in Section 1 of this Article occur, which the Chapter has or has not sanctioned, the Chapter shall immediately:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Village in writing that such action is not sanctioned by the Chapter;
- C. Notify the employees, including written notification, stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Village to accomplish this end.

Section 3. Responsibility of Chapter Representatives.

All employees covered by this Agreement who hold a position of steward, or other position of authority and trust in the Chapter, occupy a position of special trust and responsibility in maintaining and bringing about compliance with this Agreement, including the responsibility to remain at work during any activity proscribed in Section 1 of this Article and to encourage any such employees to return to work.

Section 4. No Lockout.

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

ARTICLE VII

SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority.

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment as a sworn peace officer in the Police Department of the Village. Conflicts of seniority shall be determined on the basis of the order of the officers on the Fire and Police Commission hiring list, with the officer higher on the list being the more senior.

Section 2. Probationary Period.

All new employees and those hired after loss of seniority who have not previously been certified by the Illinois State Training Board shall be considered probationary employees until they complete a probationary period of eighteen twelve (182) months of work. ~~;~~ provided, ~~however, for new employees who have not previously been certified by the Illinois State Training Board,~~ ~~†~~ The probationary period shall commence from the date of their certification. Provided, however, employees hired pursuant to the Article XI Section 6 of this Agreement shall serve a probationary period of twelve (12) months beginning from the employee's most

recent date of hire. Employees hired after the date this Agreement is executed by both parties shall serve a probationary period of eighteen (18) months of work. The Village reserves the right to extend the probationary period for up to six (6) months at the discretion of the Village. During an employee's probationary period the employee may be disciplined, suspended, laid off, or terminated at the sole discretion of the Village.- No grievance shall be presented or entertained in connection with the discipline, suspension, layoff, or termination of a probationary employee.

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

Section 3. Seniority List.

On or before January 1 each year, the Village will post a seniority list setting forth each employee's seniority date. In addition, the Village shall send a copy of the list to the Chapter. Unless the Village is advised in writing of any alleged error in the list within thirty (30) calendar days after the list is posted, the list shall be deemed binding on both the Chapter and all employees.

Section 4. Layoff.

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service as provided in Illinois Statute (65 ILCS 5/10-2.18).

Section 5. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order

of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given two (2) calendar weeks' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Director of Law Enforcement Services or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list.

Section 6. Effects of Layoff.

During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non- probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 7. Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged and the separation is not reversed;
- (c) retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) falsifies the reason for a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation;
- (f) is laid off and fails to notify the Director of Law Enforcement Services or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or fails to return to work within two (2) working days after the established date for the employee's return to work;
- (g) is laid off for a period in excess of two (2) years; or
- (h) is absent for three (3) consecutive working days without authorization.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 1. Application of Article.

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per work cycle, and nothing herein shall preclude the Village from restructuring the normal workday, work week or work cycle. It is the Village's intent that such changes will not occur frequently.

Section 2. Normal Workday.

The normal workday for employees shall be between 8 and 12 hours, at the discretion of the Police Chief or his designee. An eight (8) hour workday will include two paid 15-minute break periods and one paid 30-minute meal break taken at times approved by the immediate supervisor. A twelve (12) hour workday will include two (2) thirty minute meal breaks and two (2) fifteen minute breaks taken at times approved by the immediate supervisor. Employees

remain subject to call during all break times and the fact that employees are not able to take said breaks as a result of calls or the assignment of other duties shall not result in the payment of any overtime, compensatory time or additional compensation.

Section 3. Normal Work Cycle.

The normal work cycle for employees covered by this Agreement shall be 28 days.

Section 4. Changes in Normal Workday or Normal Work Cycle.

The patrol work schedule shall be identified and made available to employees annually.

Should it be necessary in the Village's judgment to temporarily establish schedules departing from the normal workday, the normal work week or the normal work cycle, or to change the shift schedule of an employee or employees, the Village will give, if practicable, at least 24 hours' advance notice of such change to all employees affected by such change.

Once the patrol schedule is established, the departmental patrol schedule/workday will only be permanently changed due to an emergency or identified operational need as determined by the Director (e.g., loss of manpower, multiple officers with sick/injured/leave status, civil emergency, lack of hiring list, unwillingness of officers to work overtime, significant change in staffing, reduction-in-force, more efficient service to citizens or other factors of a like magnitude). Should the Director of Law Enforcement Services or his designee, in his discretion, decide to change the normal work schedule/work day for patrol, the Director of Law Enforcement Services, will generally provide, at minimum 14 calendar days' notice to the Union and, upon request of the Union, within five (5) calendar days, provide the Union an opportunity to discuss such changes, including alternatives, and the effect upon the employees.

The parties recognize that the normal workday and work week of an employee assigned as an investigator and SRO/Crime Prevention Officer necessarily varies depending on the needs

of the Department and that from time to time it will be necessary to change with very little, if any, advance notice.

Section 5. Overtime Pay.

Employees shall be paid overtime at 1-1/2 times their regular straight-time hourly rate of pay for all hours actually worked in a 14 day work period, except that paid vacation, compensatory time, personal time and time paid as PEDDA shall count as hours worked for payment of overtime purposes. The exception to the above would be if such time is used for non-work related family medical leave when an employee has exhausted sick time.

Section 6. Court Time.

Employees who are required to make a court appearance outside their normal hours of work (i.e., hours not contiguous to their normal shift or on a day not regularly scheduled) shall be paid time and one-half their regular straight-time hourly rate of pay for all hours worked outside their normal shift, with a guarantee of two hours' pay at time and one-half. For the purposes of this Section, a "court appearance" shall be defined as a required appearance arising out of an employee's official duties and responsibilities before a court, judge, justice, medical examiner or magistrate. Effective upon signing, unless otherwise established and approved by the Deputy Chief, employees shall be credited with thirty (30) minutes of travel time both to and from court unless the travel time overlaps into the employee's regular workday.

Section 7. Call in Pay.

An employee who is called back to work before or after his normal hours of work (i.e., hours not contiguous to his normal shift) will be paid 1-1/2 times his regular straight-time hourly rate of pay for all hours worked outside his normal hours of work, with a minimum of two (2) hours' compensation or his actual time, whichever is greater. This section shall not be applicable

to overtime which is scheduled at least 24 hours in advance of the time worked or for a callback where an employee is called back to correct an error or omission which is determined by the Director of Law Enforcement Services or his designee to require correction/completion before the employee's next scheduled shift.

Section 8. Pay for Working on Holidays.

An officer who is required to work on one of the following holidays will be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked on a holiday:

New Year's Day	Labor Day
Martin Luther King Birthday (Effective January 1, 2009)	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
<u>Juneteenth (effective 2025)</u>	

Section 9. Compensatory Time.

If the Director of Law Enforcement Services decides from time to time to permit an employee to accrue compensatory time in lieu of overtime pay, the employee shall then have the option of taking compensatory time or being paid at the applicable hourly rate for the overtime hours in question. An employee will not be permitted to accrue more than forty (40) hours of compensatory time at any one time. While employee wishes will be considered, the scheduling of compensatory time shall be subject to the paramount needs of the Department as determined by the Director of Law Enforcement Services or his designee. Accrued compensatory time shall, if practicable, be used within the same calendar year in which it has been accrued. If, however, compensatory time cannot be scheduled in the calendar year, it shall, at the employee's

discretion, either be paid out at the employee's regular straight time hourly rate of pay with such compensation being paid by March 31 or be carried over to the next contract year.

Effective upon signing, either compensatory time or overtime pay, at the officer's direction, shall be granted for all required training that occurs during off duty hours.

Section 10. Distribution of Overtime.

Distribution of overtime will be as follows:

- (a) If an oncoming shift is understaffed, a Sergeant or Officer-In-Charge Dispatch will call the most senior officer on that shift that is on the opposite day off group. If no such officer is available, in order of seniority, volunteers will be asked to stay over. If no officer volunteers, the least senior officer will be ordered to stay 6 hours to cover the shift. The least senior officer from the next shift will then be ordered to cover the remainder of the shift.
- (b) Scheduled overtime more than 24 hours in advance, including any outside details, will be distributed on a rotating seniority basis.

Should an officer demonstrate that he has been wrongly denied an overtime opportunity, his sole remedy will be the opportunity to work the next available overtime in accordance with the procedure in effect.

Section 11. No Pyramiding.

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or Agreement.

Section 12. Shift Preference.

Annually, the Police Chief will request that officers submit a request to the Police Chief, or his designee; on a form provided by the Police Department, to be assigned to a particular shift. The Police Chief shall make the final decision on the shift(s) assignment and days off based upon operational considerations, seniority and qualifications. Nothing herein shall preclude the Police Chief from later reassigning an employee or employees to another shift.

ARTICLE IX
LEAVES OF ABSENCE

Section 1. Sick Leave.

An employee shall be granted one day of sick leave for each full calendar month of employment that an employee is on the active payroll, provided that the number of sick leave days shall not exceed 240 days at any one time and employees shall not earn sick leave for any month that an employee is off on sick leave for the entire month or any paid absence in excess of six (6) consecutive months. Sick leave shall be allowed only when the employee is actually sick or disabled, there is illness in the employee's family (i.e., spouse, child, parent, or a member of the employee's household) which requires the employee's presence, or, with the prior approval of the Director of Law Enforcement Services or his designee, for a doctor's appointment. A maximum of twelve (12) sick days per calendar year may be used for an illness in the employee's immediate family.

In the event an employee is unable to work due to illness as provided above, the employee must notify his immediate supervisor at least one (1) hour prior to the start of his scheduled shift. The failure to provide such notification will result in the employee being off without pay. A doctor's statement or other documentation justifying the absence shall be provided for any use of sick leave of three (3) consecutive days, unless specifically excused by the Director of Law Enforcement Services or his designee. An employee must also provide medical documentation of his fitness to return to duty. If the employee does not supply such statement/documentation or if the statement/documentation is not deemed satisfactory, the request for sick leave shall be denied and the time off shall be without pay.

It is specifically agreed that the Village retains the right to investigate sick leave usage and, if an employee is suspected of abuse, or if the employee has prolonged and/or frequent

absences, or a pattern of sick leave usage develops, to take corrective action. Such corrective action may include but shall not be limited to, requiring medical documentation from the employee's physician, counseling or discipline or an examination by a medical practitioner designated by the Village.

Section 2. Bereavement Leave.

An employee may be granted a bereavement leave of absence of up to three (3) days without loss of pay in cases of death of a member of the employee's family, defined as the employee's spouse, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or other relative that the Village Manager or designee may on a case-by-case basis approve. The purpose of such leave shall be to attend the funeral (including making arrangements for the funeral) in case of death. The Village may request documentation to support the leave.

Section 3. Other Leaves of Absence.

Employees shall have the right to request leaves of absence, including family and medical leave, pursuant to the Family and Medical Leave Act of 1993, in accordance with such terms and conditions as may be specified from time to time in the personnel policies that are applicable to Village employees generally.

Section 4. Non-Employment Elsewhere.

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in employment elsewhere (including self-employment) while on any leave of absence as provided above may be immediately terminated by the Village, provided that this provision shall not be applicable to a continuation of employment (including self-employment) that the employee had prior to going

on an approved leave of absence, as long as there is no significant expansion of such employment (including self-employment) or unless approved in writing by the Village Manager.

ARTICLE X

VACATIONS

Section 1. Eligibility.

The amount of vacation time which an employee is eligible to receive shall be based upon the years of continuous service in a position covered by this Agreement in accordance with the following schedule:

Years of Continuous Service	Bi-Weekly Hours Earned	Total Hours of Vacation Per Year
Hire thru 6 years	6.15	160
7 thru 12 years	7.69	200
13 years and beyond	9.23	240

The foregoing number of vacation days includes holidays and shall be in lieu of time off for holidays and holiday pay.

Section 2. Vacation Eligibility.

Vacation shall not accumulate during any pay period when the employee is in unpaid status for the entire pay period or during any paid absence in excess of six (6) consecutive months.

Section 3. Vacation Pay.

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

Effective April 1, 2018, an employee shall have the option of buying back up to forty (40) hours of earned and unused vacation annually, payable by a separate check by December 1

of any year. Any request for vacation buyback must be submitted by the November 1 of the applicable year.

Section 4. Vacation Scheduling.

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference being made on the basis of an employee's length of continuous service in accordance with the following: By February 1 all employees by shift shall make their first choice for vacations of not less than five consecutive working days nor more than 10 consecutive working days unless the Director of Law Enforcement Services has specifically approved more than 10 consecutive working days. For the purposes of this Section only, the shift sergeant shall be considered to be the most senior employee on the shift for vacation scheduling purposes as set forth in this Section.

Additional vacation days shall be scheduled at least three calendar days in advance (unless shorter notice is approved by the Director of Law Enforcement Services or his designee) on a first come, first serve basis and must be taken in full day increments or four hour increments if used during either the first or last 4 hours of a shift, if a 12 hour shift is in effect.

Supervisors shall strive to approve or deny said request within seven (7) working days of such request or as soon as practicable if the request is made with less notice or a sooner response is required due to the nature of the request but no later than the day before the vacation day requested. It shall be the employee's responsibility to follow-up with the supervisor about the status of said request. If the Supervisor fails to approve or deny the vacation day, within the time frame above, the requesting employee may resubmit the request to the Deputy Director. The Deputy Director will approve or deny the request within three (3) working days unless a sooner

response is required due to the nature of the request but no later than the day before the vacation day requested.

It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Director of Law Enforcement Services in order to insure the orderly performance of the services provided by the Village; provided, however, if an employee is precluded from taking one or more vacation days as previously scheduled because of departmental needs, the employee will be permitted to carry over said vacation days to the next year and not be forced to forfeit them, notwithstanding the provisions of Section 5 below.

Section 5. Limitation on Accumulation of Vacation.

Earned vacation is to be taken in the year in which it is earned. At the sole discretion of the Director of Law Enforcement Services, earned vacation may accumulate, but only to a maximum of one and one-half years at any one time. Any accumulated vacation over one and one-half years shall be forfeited.

Effective April 1, 2018: employees hired into the police officer unit before January 1, 2012 will have vacation/holiday accumulation limited to three hundred-sixty (360) hours. Provided, employees with current accumulations in excess of said limitation shall be grandfathered at the higher accumulation until such an employee's use, if any, reduces the cap to the allowed accumulation (360 hours).

For employees hired after January 1, 2012 and before February 1, 2018, vacation/holiday accumulation will be limited to two hundred-forty (240) hours. Once an employee reaches the maximum accumulation, an employee must use the accumulated vacation/holiday hours to keep the accumulation at or below the cap.

For employees hired March 1, 2018 or after, vacation and holiday accumulation will be separated. Ten (10) holidays must be used in the year they are earned/awarded. Vacation accumulation is limited to a maximum of one and one-half (1 ½) times the employee's annual vacation accrual.

Section 6. Personal Days.

~~Prior to January 1, 2018, each employee covered by this Agreement who was employed on or before December 31 shall be granted one and one-half (1 ½) non-accumulative personal days (twelve (12) hours) for use during the following calendar year.~~ Effective January 1, 2018, each employee covered by this Agreement who was employed on or before December 31 of the preceding year shall be granted two (2) non-accumulative personal days (seventeen hours) for use during the following calendar year. The personal day must be scheduled in ~~full-day~~ full-day increments or four (4) hour increments if used during either the first or last four (4) hours of a shift, if a twelve hour shift is in effect. The scheduling of personal time is subject to staffing and the operational needs of the Department.

ARTICLE XI

SALARIES

Section 1. Salaries.

Effective April 1, 202~~5~~2, employees shall be paid on the basis of the following minimum annual salaries, which reflect a 3.5% increase, for each of the following steps:

STEP	ANNUAL SALARY/ <u>HOURLY</u> <u>RATES</u>
Probation	\$ 72,906.73 <u>\$80,053.89</u> (\$38.49)
A	\$ 74,683.85 <u>\$82,005.21</u> (\$39.43)
B	\$ 76,507.68 <u>\$84,007.85</u> (\$40.39)
C	\$ 83,509.04 <u>\$91,695.56</u> (\$44.08)
D	\$ 86,386.29 <u>\$94,854.86</u> (\$45.60)
E	\$ 94,119.48 <u>\$103,346.16</u> (\$49.69)

STEP	ANNUAL SALARY/ <u>HOURLY</u> <u>RATES</u>
F	\$ 98,398.72 <u>\$108,044.89</u> (\$51.94)
G	\$ 102,676.66 <u>\$112,742.21</u> (\$54.20)

Effective April 1, 202~~6~~3, employees shall be paid on the basis of the following minimum annual ~~salaries~~, which reflect a 3.5% increase, for each of the following steps:

STEP	ANNUAL SALARY/ <u>HOURLY</u> <u>RATES</u>
Probation	\$ 75,093.93 <u>\$82,855.77</u> (\$39.83)
A	\$ 76,924.36 <u>\$84,875.40</u> (\$40.81)
B	\$ 78,802.91 <u>\$86,948.12</u> (\$41.80)
C	\$ 86,014.31 <u>\$94,904.90</u> (\$45.63)
D	\$ 88,977.87 <u>\$98,174.78</u> (\$47.20)
E	\$ 96,943.07 <u>\$106,963.27</u> (\$51.42)
F	\$ 101,350.68 <u>\$111,826.46</u> (\$53.76)
G	\$ 105,756.96 <u>\$116,688.19</u> (\$56.10)

Effective April 1, 202~~7~~4, employees shall be paid on the basis of the following minimum annual salaries, which reflect a 3.5% increase, for each of the following steps:

STEP	ANNUAL SALARY/ <u>HOURLY</u> <u>RATES</u>
Probation	\$ 77,346.75 <u>\$85,755.72</u> (\$41.23)
A	\$ 79,232.09 <u>\$87,846.03</u> (\$42.23)
B	\$ 81,167. <u>\$89,991.30</u> (\$43.27)
C	\$ 88,594.74 <u>\$98,226.57</u> (\$47.22)
D	\$ 91,647.21 <u>\$101,610.90</u> (\$48.85)
E	\$ 99,851.36 <u>\$110,706.99</u> (\$53.22)
F	\$ 104,391.20 <u>\$115,740.39</u> (\$55.64)
G	\$ 108,929.67 <u>120,772.27</u> (\$58.06)

The salary increases effective April 1, 202~~5~~ and 2026~~2~~ shall be retroactive for those employees still on the active payroll on the date this Agreement is ratified by both parties. Retroactive payments shall be paid within thirty (30) days of execution by both parties. Retroactivity will apply to wages earned in the positions covered under this Agreement.

~~Section 1.~~Section 2. Step Increments.

Advancement from the Probationary Step to Step A shall be upon successful completion of the probationary period. Advancement from Step A to Step B, from Step B to Step C, from Step C to Step D, from Step D to Step E and from Step E to Step F shall be at twelve- month intervals; advancement from Step F to Step G shall be after two years.

To be eligible for step advancement the employee must meet departmental standards during the prior evaluation period, provided that an employee shall not be arbitrarily denied a step advancement.

~~Section 2.~~Section 3. Specialty Stipends.

An employee who is assigned from time to time at the discretion of the Director of Law Enforcement Services as either a School Resource Officer, High School Liaison officer, or a detective shall receive a stipend of \$2,000 per contract year (pro rata if assigned for less than a year). Provided, however, there shall be no pro rata deduction for the School Resource Officer or High School Liaison officer for the summer months if the officer is assigned to continue the assignment the following school year. The stipend is not ~~cumulative~~cumulative, and an employee may only receive one stipend per contract year.

~~Section 3.~~Section 4. Field Training Officer Pay.

Effective January 1, 2023, an employee who is assigned from time to time at the discretion of the Director of Law Enforcement Services as a Field Training Officer shall receive one (1) hour of straight time pay per shift for each completed shift that the employee is assigned by the Director to, and actually trains, a recruit.

Section 5. Officer-in-Charge.

Effective January 1, 2009, one employee per shift shall be assigned as an Officer-in-Charge. The employee assigned and duties shall be at the discretion of the Director of Law Enforcement Services and may be changed at his discretion. An employee assigned as an Officer-in-Charge (“OIC”), shall receive a \$2,000 stipend effective April 1, 2015 per contract year (pro rata if assigned for less than a year) and \$2200 per contract year (pro rata if assigned for less than a year) effective with the 2018.contract year.

Section 6. Officer With Prior Experience.

Effective January 1, 2022, new hires normally shall begin work at the starting rate of a police officer but at the discretion of the Director of Law Enforcement Services, an employee with at least two (2) years’ experience as a police officer may be paid at Step B of the salary schedule upon successful completion of the probationary period. Thereafter, the employee shall advance through the steps in accordance with Section 2 above. However, the Director of Law Enforcement Services reserves the discretion to place a new hire in the step system at a step higher than the starting rate and advance such an officer an additional step beyond that provided for in the Section 2, provided it is not higher than the step commensurate with the employee’s years of experience, as identified in Article XI Section 1 Salaries. Placement on the step system applies exclusively to the employee’s starting base salary and shall not apply to seniority within the bargaining unit or for any other purpose. Subsequent wage increases shall occur in accordance with Article XI Section 1 Salaries and Section 2 Step Increments of the Labor Agreement. Lateral hire police officers shall be considered a probationary employee as defined in Article VII Section 2 Probationary Period of the Labor Agreement.

ARTICLE XII

INSURANCE

Section 1. Insurance.

The hospitalization and medical insurance program (including a PPO and HMO alternative) in effect when this Agreement is ratified shall be continued during the term of this Agreement; provided, however, the Village retains the right to change insurance carriers, PPO's, HMO's, or to self-insure (as a stand-alone entity or with a group of municipalities), as it deems appropriate, so long as the new basic coverage and new basic benefits are relatively similar to those which predated this Agreement.

However, in recognition of the desirability of maintaining uniform coverages, benefits and costs, Village wide and notwithstanding the foregoing provisions regarding relatively similar basic coverages and benefits, the parties agree that if the Village makes any modification with respect to health insurance coverage, benefits or costs that are applicable to other full time non-bargaining Village employees generally, then such modifications in coverage, benefits and costs shall likewise be applicable to the employees covered by this Agreement, on the same terms and on the same date that they are applicable to other regular full-time non-bargaining unit Village employees generally (e.g., if full-time regular non-bargaining unit employees are required to pay a co-pay for doctor's visits, then bargaining unit employees shall automatically be required to pay the same amount at the same time). Notwithstanding the above, bargaining unit employees shall pay no more than the following monthly premiums for insurance coverage.

Employees may select single or family coverage during the enrollment period established by the Village. The employee shall pay the following amounts in monthly premiums or cost for single or family coverage, whichever is applicable, for participation in either the Village's Group

Hospitalization and Major Medical Insurance Program, PPO or an HMO and said amount shall be deducted from the employee's paycheck:

Effective:	Gross Monthly Premium Employee Contribution:
April 1, 1999	
Employee	10 % <u>(up to 15% effective January 1, 2027)</u>
Family	20%

Section 2. Cost Containment.

The Village reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains relatively similar, subject to Section 1 above. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory out-patient elective surgery for designated surgical procedures.

Section 3. Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in Section 1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 4. Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on ~~an approved~~approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.

Section 5. Term Life Insurance.

Effective the first full month after this Agreement is ratified by both parties, each employee covered by this Agreement shall be provided with term life insurance coverage in a dollar amount equal to the employee's annual salary, up to \$50,000. The Village retains the right to change carriers and/or self-insure this benefit.

Section 6. Post-Retirement Health Care Plan.

Effective December 31, 2008, the parties agree that the Village shall establish a post-employment health care plan for all bargaining unit employees. To implement such plan, the Village is authorized to contribute the amount of 1.5% of salary per pay period on behalf of each bargaining unit employee to the employee's account. Additionally, the value of an employee's sick leave buy back at retirement pursuant to Section 14.18 shall be contributed to the employee's account. Each bargaining unit employee shall pay the ongoing administrative cost of the account.

Section 7. Dental Insurance.

Effective no later than 2010, bargaining unit employees shall be covered by the same dental insurance plan applicable to full-time non-bargaining unit employees generally, as the plan and benefits may, from time to time be amended, provided the bargaining unit employees shall pay the entire (effective January 1, 2027, same) premium as the full-time non-bargaining unit employees of the Village pay, applicable to the coverage selected, as it may from time to time be amended.

ARTICLE XIII

MANAGEMENT RIGHTS

Section 1. Specific Management Rights.

Except as specifically modified by other articles of this Agreement, the Chapter recognizes the Village's exclusive right to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to establish specialty positions and to select personnel to fill them; to establish physical and mental fitness standards; to schedule and assign work; to transfer employees; to determine work hours, including shift hours; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which operations are conducted; to subcontract or contract out goods and/or services; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to make, alter and enforce rules, regulations, orders and policies; to evaluate employees; to determine, change or eliminate existing methods, facilities, equipment (including weapons and ammunition) or facilities; and to carry out the mission of the Village.

Section 2. Discipline.

The parties agree that all disciplinary action, including but not limited to suspension, demotion and termination, shall be for just cause. In the event that covered employee elects to dispute disciplinary action by pursuing a grievance under the grievance and arbitration procedure of this Agreement, then such disputes regarding disciplinary matters shall be resolved pursuant to

the grievance procedure described in Article V. Disciplinary suspensions shall be calculated in calendar days in eight (8) hour increments.

ARTICLE XIV

MISCELLANEOUS

Section 1. Gender of Words.

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

Section 2. Fitness Examinations.

Prior to an employee's return to duty following a layoff or leave of absence or if the Village has cause to question an employee's fitness for duty, the Village may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the Village. If the Village reasonably determines that an employee is not fit for duty based on the results of such an examination(s) and the employee's injury was not in the line of duty, the Village may first place the employee on sick leave followed by vacation or an unpaid leave of absence provided for elsewhere in this Agreement (if the employee has exhausted his sick and vacation benefits). Nothing contained herein shall preclude an officer from seeking a disability pension prior to exhaustion of benefit time.

Section 3. Application of Agreement to MEG Unit.

Notwithstanding anything to the contrary in this Agreement, officers who are voluntarily assigned to the Metropolitan Enforcement Group ("MEG") shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to the MEG even though such practices, policies, procedures and directive may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the

grievance and arbitration procedures of this Agreement. Without in any way limiting the generality of the foregoing, the practices, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article VIII (Hours of Work and Overtime) of this Agreement.

Section 4. Drug and Alcohol Testing.

Employees shall be subject to drug and/or alcohol testing in accordance with the Drug and Alcohol Testing Procedures attached hereto as Appendix B.

Section 5. Impasse Resolution.

The resolution of any bargaining impasse in negotiations for a successor agreement shall be in accordance with the provisions of Appendix A which is attached hereto and incorporated herein by reference.

Section 6. No Solicitation of Local Business.

While the Village acknowledges that bargaining unit employees may conduct solicitation on behalf of the Metropolitan Alliance of Police (“MAP”), the Chapter agrees that no member of the bargaining unit will personally conduct any solicitations of any Village of Western Springs merchants, residents or citizens on behalf of MAP or on behalf of the Western Springs Police Department of the Village of Western Springs.

Bargaining unit members agree that when it conducts solicitations that are permitted, the Village name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words “Western Springs Police Department” in their name or describe themselves as the “Village of Western Springs.”

Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all patrol-rank police officers employed by the Village.

Except as provided above, the foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. This provision does not apply to solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees. Each party agrees that they will comply with all applicable laws regarding solicitation. This provision shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Section 7. Prohibition Against Association with Felons.

All employees shall comply with the provisions of the General Order governing association with felons as it may from time to time be amended.

Section 8. Mileage Reimbursement.

Officers shall be reimbursed at the applicable IRS reimbursement rate per mile for preapproved use of their personal vehicle for Village business.

Section 9. Outside Employment.

No employee shall engage in outside employment (which includes self-employment) unless the Director of Law Enforcement Services, in accordance with such rules and regulations as he may from time to time prescribe, has approved outside employment. The current General Order addressing outside employment is attached hereto as Appendix D.

Section 10. Disability Pay.

An employee who is injured in the line of duty shall be eligible for disability pay in accordance with the provisions of 5 ILCS 345/0.01 et seq. Notwithstanding any other provision

in this Agreement, no paid sick leave days will be accrued or earned while on a work- related disability leave, and no vacation days will be accrued or earned after the first year on disability leave.

Section 11. Light Duty.

The Village may require an employee who is on sick leave or a work-related medical leave (as opposed to disability pension) to return to work in an available light duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

An employee who is on sick leave or a work-related medical leave (as opposed to disability pension) has the right to request that he be placed in an available light duty assignment that the employee is qualified to perform and such a request shall not be arbitrarily and unreasonably denied, provided that the Village's physician (or the employee's physician at the Village's option) has reasonably determined that the employee is physically able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within six months.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within six months thereafter, the Village retains the right to either continue the employee on light duty if there is a reasonable

prospect that the employee will be able to assume full responsibilities shortly thereafter or place the employee on disability leave/sick leave.

While the Village will give good faith consideration to an employee's request for a light duty assignment where a physician as provided above has determined that the employee is able to perform a light duty assignment, nothing herein shall be construed to require the Village to create a light duty assignment for an employee.

Section 12. Tuition Reimbursement Program.

Employees covered by this Agreement shall be eligible to participate in the Village's Tuition Reimbursement Program on the same terms and conditions as may be in effect from time to time governing Police Department employees generally.

Section 13. Board of Fire and Police Commissioners.

Any matter or issue subject to the jurisdiction of the Village of Western Springs Board of Fire and Police Commissioners shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Section 14. Uniform Allowance.

Each employee shall be allotted \$475 (\$500 effective April 1, 2008; \$550 effective April 1, 2009; and \$600 effective April 1, 2010) annually as a uniform allowance (pro rata if employed less than a year). In order to receive reimbursement, the employee must submit valid vouchers/receipts evidencing purchase of appropriate uniform items. The Director of Law Enforcement Services shall establish the type, style, and/or color of uniforms and equipment, as well as the rules and regulations concerning the use and wearing of uniforms and equipment.

Section 15. Body Armor.

The Village will provide at its expense each officer with a body armor, as well as a replacement when deemed necessary by the Director of Law Enforcement Services. All such body armor shall meet specifications established by the Village and shall be the property of the Village. Officers shall wear body armor in accordance with applicable departmental policy.

Section 16. Paycheck Availability.

Each bargaining unit employee shall be paid via direct deposit of the employee's paycheck to the bank of the employee's choosing.

Section 17. Sick Leave Buy Back at Retirement.

For an employee retiring from employment with the Village with twenty (20) or more years of consecutive service with the Village and with at least one hundred twenty (120) days of unused sick leave, the Village will pay for accumulated unused sick leave up to a maximum of sixty (60) days. Compensation shall be at the employee's regular straight time hourly rate at the time of retirement. In order to receive this benefit, an employee must provide a minimum of two (2) weeks' notice of said retirement and work on their last day of employment. An employee who is 1) unable to work on their last day of employment due to their own serious health condition or the serious health condition of an immediate family member as defined by the FMLA -and supported by medical certification, or 2) who is otherwise approved at the discretion of the Village Manager shall be exempt from this requirement.

Section 18. Safety Day.

Employees covered by this Agreement shall be eligible to receive a safety day (eight (8) hours) in accordance with such terms and conditions as may be established by the Village from time to time and are applicable to Village employees generally.

Section 19. Subcontracting or Contracting Out.

The right to subcontract or contract out work is vested in the Village. Except when an emergency situation (including natural and/or manmade disasters) exists, before the Village contracts out work which would result in the layoff of existing bargaining unit employees, the Village will notify the Chapter and offer the Chapter the opportunity to discuss the matter before the date any existing bargaining unit employee is laid off as a direct result of such subcontracting or contracting out.

Section 20. General Orders.

Notwithstanding any other provisions of this Agreement, where the Village or Department has decided to make substantive changes, additions or deletions in the Village's or Department's Policies, General Orders, Administrative Notices, and/or Rules and Regulations which involve terms and conditions of employment directly affecting employees covered by this Agreement, the Chapter Steward shall be notified five (5) working days in advance of the effective date of any such substantive changes. The foregoing notification provisions shall not be applicable in emergency circumstances where the required advance notification cannot be reasonably provided.

Section 21. Printing and Distribution of Agreement.

A copy of this Agreement shall be supplied to each employee covered by this Agreement by the Village within three (3) weeks of ratification by both parties at no cost to the employee or the Chapter. The Village shall also provide five (5) additional copies to the Chapter.

Section 22. Physical Fitness Requirements.

In order to maintain efficiency in the Police Department, to protect the public, and to reduce insurance costs and risks, the Village shall, beginning after April 1, 20~~26~~⁰⁰, establish as its ~~voluntary~~ mandatory physical fitness requirements for full-time sworn officers the State of Illinois Physical Fitness Training Standards. The Standards are attached hereto as Appendix C. ~~Officers are required to make a good faith effort to meet such fitness standards. Officers who fail to record a composite score of 95 percent of the minimum standards for such test(s), shall be subject to the following discipline.~~

~~(a) — For the first such failure, the officer shall be re-tested on the section(s) failed previously, after sixty (60) days or more, at the Employer's discretion, and if the employee is successful on such retest, no further action shall be taken by the Employer. If the officer fails the retest, he shall be given a one (1) day suspension without pay and be given a further test no sooner than thirty (30) days after the last test. Provided, however, an officer shall not receive the one (1) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard;~~

~~(b) — Officers who have failed the second retest in accordance with section (a) above, shall receive an additional two (2) day suspension without pay, and no further test shall be required of the officer for the remainder of the testing year. Provided, however, an officer shall~~

~~not receive the two (2) day suspension solely for failing to meet the run standard as long as he completes the run and makes a good faith effort to meet the standard.~~

~~The Employer shall not require an officer who has passed the test to submit to physical fitness standards testing pursuant to this Section more than once during each calendar year of this Agreement, and officers disciplined under the terms of this section shall not be disciplined more than as provided in paragraphs (a) and (b) above, for failure to pass the physical fitness standards test, during the testing year.~~

An officer shall receive at least thirty (30) days' notice of the first physical fitness test each year. An officer will not be compensated ~~at the appropriate hourly rate in accordance with Article VII, Section V~~ for ~~all~~ hours ~~actually~~ participating in the physical fitness testing under Appendix C. An officer who meets the minimum standards under all the sections set forth in Appendix C during a calendar year, including the run standard, shall receive \$200.00 to be paid on or before December 31 of the calendar year.

Section 23. Fitness Room.

All employees shall have access to the fitness room located in the fire station at times established by the Director of Fire and EMS.

Section 24. — PSEBA Basic Plan

~~If the Village offers more than one medical insurance plan to active employees, the least expensive plan shall be considered the “basic level” medical insurance plan for individuals eligible for PSEBA benefits. If the Village offers only one medical insurance plan to active employees, that plan will serve as the “basic level” medical insurance plan for purposes of providing PSEBA benefits. Such “basic level” medical insurance plan shall provide the same essential medical benefits and follow the established limits on cost-sharing (like deductibles,~~

~~copayments, and out-of-pocket maximum amounts) as other equivalent plans for active employees. Members eligible for individual or family PSEBA benefits shall have the option to select any medical benefits plan offered by the Village to active members. Members eligible for individual or family PSEBA benefits that choose a plan other than the Village's identified "basic level" medical insurance plan shall pay in advance the full cost difference of monthly premium between the plan chosen and the "basic level" plan. Such additional monthly premiumpremiums shall be directly deducted from the member's pension benefits. Individuals eligible to receive benefits under PSEBA will be able to change from one plan to another during the Village's Open Enrollment Period.~~

Section 24. Paid Leave for All Workers Act. The parties agree to waive the provisions of the Paid Leave for All Workers Act.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the Village shall notify the Chapter of its intention of the

proposed change. Upon such notification, and if requested by the Chapter, the Village shall meet with the Chapter and discuss such change before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such discussions. If the Chapter becomes aware of such a change and has not received notification, the Chapter must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Chapter to request discussions shall act as a waiver of the right to such discussions by the Chapter.

ARTICLE XVI

SAVINGS CLAUSE

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

ARTICLE XVII

DURATION AND TERM OF AGREEMENT

Section 1. Termination in 2028~~5~~.

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 31st day of March, 2028~~5~~. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin

no later than seventy-five (75) days prior to the anniversary date unless the parties mutually agree otherwise.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this _____ day of _____, 202~~6~~².

VILLAGE OF WESTERN SPRINGS

METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 360

~~Alice Gallagher~~ Heidi Rudolph, Village
President

Keith R. George, President

Chapter President

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION AGREEMENT

Alternative Impasse Resolution Agreement entered into by and between the Metropolitan Alliance of Police, Chapter 360 (hereafter “the Chapter”) and the Village of Western Springs (hereafter “the Employer”).

WHEREAS, the provisions of §1614(p) of the Act provide that the parties may agree to submit their unresolved disputes concerning wages, hours, terms and conditions of employment to an alternative form of impasse resolution.

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

(1) **Authority for Agreement**: The parties agree that the statutory authority for this Agreement is §1614(p) of the Act. The parties intend the provisions of this Agreement to represent and constitute an agreement to submit to an alternative form of impasse resolution any unresolved disputes concerning the wages, hours, terms and conditions of employment of the employees represented by the Chapter that are subject to the parties’ negotiations for a successor agreement, the provisions of which are set forth herein.

(2) **Selection of Arbitrator and Naming of Panel**: The parties agree that should it become necessary to submit their unresolved disputes in negotiations to arbitration pursuant to §1614, they will engage in the arbitration of impasse procedures described in the Act and the Rules and Regulations of the Board, subject to the following:

(a) **Service of Demand for Mediation**: The Employer agrees that any Demand for Mediation filed by the Chapter and served on the Employer prior to the commencement of the Employer’s fiscal year on January 1, 202~~8~~⁵, shall be

deemed to be a proper and timely demand as provided in the Act and the Rules and Regulations of the Board; further, that arbitration proceedings under the Act and those Rules and Regulations shall be deemed to have been initiated and commenced on the date of service and filing of the Demand for Mediation.

- (b) **Arbitrator Selection Process:** The parties agree that notwithstanding the filing and service of any Demand for Mediation by either the Chapter or the Employer, the selection of an arbitrator shall be delayed until such time as either party serves on the representative of the other, in writing by certified mail, a Demand that the arbitrator selection process be commenced, provided that the parties have engaged in mediation for at least thirty (30) days. It is further agreed that:
- (i) During this period of delay, the parties agree to continue good faith collective bargaining, including utilizing the services of the Federal Mediation and Conciliation Service should an impasse be reached.
 - (ii) Within seven (7) days of the receipt by the other party of the written Demand that selection of an arbitrator begin, the representatives of the parties shall meet and attempt to mutually agree upon an arbitrator. Unless the parties mutually agree otherwise, each party waives the right to a three member panel of arbitrators as provided in the Act and agrees that the arbitration proceedings shall be heard by a single, neutral arbitrator.
 - (iii) In the absence of an agreement on a neutral arbitrator, the parties shall file a joint request with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Both the Employer and the Chapter shall have the right to reject one panel in its entirety within seven (7) calendar days of receipt and request that a new panel be submitted. The parties agree to engage in an alternate striking process to determine who shall be the arbitrator, with a coin toss being used to determine who strikes first. In the event that the arbitrator selected is unwilling or unable to serve, the last arbitrator struck from the panel shall be invited to so serve. If he or she declines or is unable to hear the matter, the parties shall request a new list from FMCS and commence the selection process anew.
 - (iv) The parties shall jointly communicate and coordinate all remaining aspects of the arbitration (including but not limited to the scheduling of hearings, requests for issuance of subpoenas and the submission of post-hearing briefs) directly with the neutral arbitrator in the manner prescribed in the Act and the Rules and Regulations of the Board, unless modified by this Alternative Impasse Resolution Agreement.
- (c) **Issues in Dispute and Final Offers:** Within twenty-one (21) calendar days prior to the commencement of the hearing, the representatives of the parties shall meet

and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. In addition, the parties shall submit to the arbitrator as a joint exhibit all tentatively agreed to contract language. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award. It is further agreed that:

- (i) Each party retains the right to object to any issue on the grounds that the same constitutes a non-mandatory subject of bargaining and/or is an issue on which the arbitrator has no authority to issue an award. Should any disputes arise as to whether a subject is a mandatory subject of bargaining, the parties agree to cooperate in obtaining a prompt resolution of the dispute by the Board pursuant to the Act and the Rules and Regulations of the Board. Either party may file a petition with the Board's General Counsel for a declaratory ruling after receiving such notice from either party that it regards a particular issue a non-mandatory subject of bargaining.
- (ii) Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify final offers or from mutually agreeing to resolve any or all the issues identified as being in dispute through further collective bargaining.
- (d) **Authority and Jurisdiction of Arbitrator:** The parties agree that the neutral arbitrator shall not function as a mediator unless mutually agreed by the Employer and the Chapter. The arbitrator selected and appointed to resolve any disputes that may exist in the negotiations for an agreement shall have the express authority and jurisdiction to award increases or decreases in wages and all other forms of compensation retroactive to April 1, 202~~8~~⁵, notwithstanding any delay in the arbitrator selection process that may have occurred or any other modification of the impasse procedure described in the Act and the Rules and Regulations of the Board as a result of this Agreement. Provided one party has served on the other a timely Demand for Mediation in accordance with the provisions of Section 2(a) above, each party expressly waives and agrees not to assert any defense, right or claim that the arbitrator lacks the jurisdiction and authority to make such a retroactive award of increased or decreased wages and/or other forms of compensation.
- (e) **Discretion and Judgment of Arbitrator:** The parties do not intend by this Agreement to predetermine or stipulate whether any award of increased or decreased wages or other forms of compensation should in fact be retroactive to April 1, 202~~8~~⁵, but rather intend to insure that the arbitrator has the jurisdiction

and authority to so award retroactive increases or decreases, provided a timely Demand for Mediation has been submitted by one party, to that date should he in his discretion and judgment believe such an award is appropriate.

- (f) **Conduct of Hearings:** The parties agree that all arbitration hearings shall be conducted as follows:
- (i) Hearings shall be held in Western Springs, Illinois, at a mutually agreed location. Hearings may be conducted elsewhere by written mutual agreement.
 - (ii) The hearings shall begin within thirty (30) days of the notification that the arbitrator selected has accepted the appointment to serve as the neutral arbitrator. The parties, by mutual written agreement, may agree to delay the date of the first hearing for a period up to ninety (90) days. The hearings shall be scheduled on mutually agreed dates, subject to the reasonable availability of the arbitrator and the representatives of the parties and shall be concluded within thirty (30) days of the date of the first hearing.
 - (iii) The party requesting arbitration shall proceed with the presentation of its case first, followed by the non-requesting party. Each party shall have the right to submit rebuttal evidence and testimony, as well as to submit a post-hearing brief. Post-hearing briefs shall be simultaneously submitted directly to the arbitrator, with a copy sent to the opposing party's representative by the arbitrator, within thirty (30) calendar days of the conclusion of the hearing.
 - (iv) The arbitrator's decision and award shall be issued in writing directly to each party's representative within thirty (30) days of the close of hearings or the submission of post-hearing briefs, whichever is later.
 - (v) A mutually agreed court reporting service shall record and transcribe the hearings. The costs of the neutral arbitrator, as well as the costs of the court reporting service and a copy of the transcript for the arbitrator, shall be divided equally. Each party shall be responsible for purchasing its own copy of the transcript and for compensating its witnesses and representatives.

(3) **Time Limits:** The parties agree that any time limits, regardless of whether they are set forth in this Alternative Impasse Resolution Procedure, in the Act, or in the Rules and Regulations of the Board, may be extended by mutual written agreement.

(4) **Remaining Provisions of §1614:** Except as expressly provided in this Agreement, the parties agree that the provisions of §1614 of the Act and the Rules and Regulations of the Board shall govern the resolution of any bargaining impasses and any arbitration proceedings that may occur. To the extent there is any conflict between the provisions of this Agreement and §1614 and/or the Rules and Regulations of the Board, it is the parties' express intent that the provisions of this Agreement shall prevail.

(5) **Recitals Incorporated:** The parties agree that the recitals at the beginning of this Agreement represent essential elements of the understandings of the parties, and that the same are hereby incorporated as part of this Agreement.

(6) **Authority of Representatives:** The representatives of the parties signing below warrant to each other that they have been duly authorized to enter into this Agreement by the governing body of the Employer and the membership of the bargaining unit, respectively, and that all necessary steps have been taken to insure that the terms of this Agreement will be binding on the Employer and the Chapter.

APPENDIX B

DRUG AND ALCOHOL TESTING PROCEDURES

I. PURPOSE

The goal of these procedures is to establish a drug and alcohol testing program for the employees of the Village of Western Springs. Action taken against an employee shall be determined by the individual circumstances of each case. Disciplinary action up to and including termination is possible.

II. STATEMENT OF NEED

Employees who abuse alcohol or prescription drugs, or use or possess illegal drugs have a medical problem which could lead to a safety risk to co-workers and to the general public. The Village of Western Springs has developed these procedures to test certain employees and all job applicants for abuse of alcohol or prescription drugs, or use or possession of illegal drugs.

III. PROHIBITIONS

A. Prohibited Alcohol-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use alcohol on duty or while performing a safety sensitive function.
2. Be in possession of alcohol while on duty.
3. Have a prohibited breath alcohol concentration or be under the influence of alcohol while on-call for duty or on duty (defined as a breath or alcohol content of .02).
4. Refuse to cooperate with or submit to a required alcohol test.

B. Prohibited Drug-Related Conduct

An employee shall not, except as authorized by the Police Chief or his designee, in the performance of official duties:

1. Use any controlled substances or illegal drugs, including use of a substance for medicinal purposes under a doctor's care, unless a physician has advised the employee that it will not interfere with the employee's ability to perform his job safely.
2. Be in possession of or use any unauthorized controlled substance.

3. Report for duty while impaired from any prescribed therapeutic drug or controlled substance or under the influence of any illegal drugs (defined as testing positive at a specified nanogram/milliliter level as defined by the Department of Health and Human Services from time to time).
4. Buy, sell, manufacture or dispense any controlled substance or illegal drugs on or off duty.
5. Refuse to cooperate on or submit to a required controlled substances or drug test.
6. Attempt to or switch or adulterate any urine sample submitted for testing.

C. Reporting Requirements for Prescribed Controlled Substances

1. Any employee who takes prescribed medication must inquire of ~~their~~ ~~his/her~~ treating physician whether the controlled substance would adversely affect ~~their~~ ~~his/her~~ ability to perform the duties of his duties safely.
2. If the employee is scheduled to work and the medication (prescribed or over-the-counter) in use will adversely affect the employee's ability to safely perform his job, he must promptly disclose any work restrictions to his supervisor. This provision does not require the employee to disclose the diagnosis/medical condition for which the medication is prescribed but does not preclude the Village from requesting further information if the provisions of Article IX or Article XIV §2 are implicated.

IV. RESPONSIBILITIES

It is the desire of the Village of Western Springs to provide a drug and alcohol free working environment for its employees. In addition, the Village is responsible to the citizens to provide safe, efficient and effective governmental functions. It is the employee's responsibility to follow all of these policies and procedures.

V. AUTHORITY FOR TESTING

An employee can be ordered to an alcohol and drug screening for reasonable suspicion, including being involved in an accident involving damage to persons or property or a work-related injury to themselves.

1. Any employee of the Village that is involved in an on-the-job accident (resulting in damage to Village property estimated to be in excess of \$500.00) or injury (requiring medical attention greater than simple first aid) will be required to submit to an alcohol and drug screening test. The employee's immediate supervisor will investigate the accident or injury and evaluate the employee's appearance and behavior. If after the immediate supervisor's investigation of the accident and the employee's

appearance and behavior and a review by the immediate supervisor's supervisor a conclusion is made that an alcohol and drug screening is not warranted, supervisory personnel may jointly waive the screening test requirement.

2. All incidents that result in a waiving of the screening and testing requirement must be reported to the Village Manager on a quarterly basis.
3. In other instances of reasonable suspicion, besides on-the-job accidents and injuries, any employee whose abnormal behavior supports a violation of the policy shall submit to an alcohol and drug screening test. An employee may be ordered to undergo drug/alcohol screening by a supervisor. The supervisor must hold the rank of Sergeant or above or be assigned as an Officer-in-Charge (OIC) with the Western Springs Department of Law Enforcement.
4. All supervisory personnel shall be trained in identifying reasonable suspicion situations other than on-the-job accidents or injuries. Reasonable suspicion is defined in Section VI, paragraph B.

VI. CONDITIONS ALLOWING FOR TESTING

1. Employees will be subjected to drug and alcohol testing if the Village has a reasonable suspicion to suspect that the employee is:
 - a. using, selling or in possession of illegal drugs, controlled substances or alcohol;
 - b. under the influence of drugs or alcohol;
 - c. using prescription drugs without a prescription, in excess of the prescribed doses or contrary to warnings by a physician or pharmacist or over the counter drug contrary to a warning by a pharmacist or on the label; or
 - d. otherwise in violation of the prohibitions set forth in III above.
2. Reasonable suspicion shall mean suspicion based upon specific objective facts and reasonable inferences drawn therefrom. One or more of the following may exist as determined by the employee's supervisor:
 - a. Observable evidence, including but not limited to: slurred speech, the smell of an alcoholic beverage on breath or skin, inability to walk a straight line, an accident involving Village property, a work-related injury, physical altercation, verbal altercation, behavior which is so unusual that it warrants summoning a supervisor or anyone else with authority, or possession or sale of alcohol or drugs (with exception of law enforcement officers in the line of duty). This list is not all-inclusive.

- b. An apparent state of facts and/or circumstances which would lead a reasonable person to believe an individual was using, selling or in possession of drugs at any time or alcohol on Village premises or Village business.
 - c. Information provided by a reliable source that is corroborated by another source or supported by other observable evidence. (Information based solely upon an anonymous source not supported by or corroborated by another source or other evidence is insufficient.)
- 3. Police officers may also be tested for drug or alcohol use in the following circumstances:
 - a. As part of a regularly scheduled medical examination;
 - b. When an officer has been involved in a major incident, such as a shooting (at any time), an injury to ~~one's self~~ or citizen(s) (while on duty), or when there is a reasonable suspicion of the use of excessive force; or
 - c. When the officer is assigned to a departmental drug enforcement group or when an employee is assigned primarily to drug enforcement.
- 4. An officer involved shooting pursuant to Public Act 100-389. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm, and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

The parties agree that the term “involved in” an officer involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharge their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.

The parties agree that any drug or alcohol test required pursuant to this subsection d. shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered with a warrant. This does not limit the Village’s right to obtain test results via other available legal processes or preclude an officer from agreeing to blood testing. If circumstances beyond the control of the Village delay the testing until after the end of the shift, the Village may order the officer to stay beyond the shift end.

- 5. The employee shall be verbally notified by the employee’s supervisor of the grounds for testing prior to the collection of the specimen or commencement of a

breathalyzer analysis. Written documentation stating the grounds for reasonable suspicion shall be provided by the employee's supervisor to the employee to be tested on the next business day following the collection of the specimen or the commencement of a breathalyzer analysis.

6. If an employee refuses to submit to an alcohol or drug screening or fails to cooperate in the process, including attempting to submit an adulterated or substitute sample, after there is a determination of reasonable suspicion, the employee shall be subject to termination.

VII. TESTING PROCEDURES

1. Detailed testing, collection, analysis and reporting procedures consistent with 49 CFR 40 shall be developed by the Village. Said procedures shall include but not be limited to the following:
 - a. Inform all employees of the policies and procedures prior to the testing.
 - b. Positively identify employees prior to testing.
 - c. Provide for employee privacy and security of samples.
 - d. Establish if an employee is taking drugs legitimately under medical supervision.
 - e. Develop a two-step test: A urine sample and a blood test cell shall be collected and any specimen testing positive to the urinalysis and/or blood test, shall be subject to confirmatory testing to verify results. All test results positive for the presence of drugs specified in section 2 below shall be forwarded to a Medical Review Officer ("MRO").

Where there is reasonable suspicion determined to test for alcohol, a breathalyzer test may be administered in lieu of or in addition to any blood or urine screen.

2. Cut off concentrations for drug testing only, not including alcohol, shall be as recommended by the Health and Human Services (HHS).

VIII. TESTING AGENT

The Village will utilize a reputable testing laboratory and/or medical facility to collect and analyze specimens of blood and urine. The laboratories are all approved by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratories conducting the analysis are experienced and capable of: quality control, documentation, chain of custody, technical expertise, as well as adherence to Federal guidelines.

IX. RISK MANAGEMENT REPORTING

As part of our long-standing risk management and safety program, the Village encourages and requires that all accidents and work-related injuries are reported by all employees and their supervisors. Pursuant to Section V of these testing procedures, the results of all supervisory decisions whether to waive said requirements shall be duly noted on the form entitled "Supervisor's First Report of Accident or Injury" and said reports will be forwarded to the Village Manager through the Safety coordinator.

X. REHABILITATION

The Village of Western Springs reserves the right to offer any employee who is found to be in violation of the Village policy concerning the use of alcohol in the workplace, the opportunity to seek professional counseling and/or participation in an approved rehabilitation program as an alternative or in addition to disciplinary action.

In the case of prescription drug abuse, a rehabilitation program will only be offered if the employee asks for assistance before an accident occurs or an abuse problem is discovered. If such a program is offered and accepted by the employee, then the employee must satisfactorily participate in and complete such a program as a condition of continued employment, agree to return to work and follow up testing and the employee will be required to sign a statement that he acknowledges the potential loss of his or her job if he does not satisfactorily participate and complete the conditions outlined above.

The foregoing shall not insulate an employee from discipline for other rule violations for the same or different conduct.

APPENDIX C

FITNESS STANDARDS

STRENGTH

Hand and arm strength are necessary for an officer to lift or pull heavy objects or for self-defense. Strong legs and feet are needed for walking and running, as well as for support for the entire body. To measure strength, the push-up will be utilized.

The officer is to lower the body from the front leaning position; hands should be placed slightly wider than the shoulders. Fingers should be pointed straight ahead. The officer lowers the body until the officer's chest barely touches the clenched fist of a tester. (The tester's fist is to have the little finger parallel to the floor; the thumb should be curled over the top of the hand. An object of equivalent size may be substituted.) The officer then returns to the front leaning position. The number of consecutive push-ups to be performed for age and gender are detailed below:

	AGE		
	20-29	30-39	40 & Older
Male	30	25	15
Female	15	15	15

ENDURANCE

Bent Knee Sit-Ups will be used to measure an officer's ability to maintain continued exertion over a prolonged period of time. The officer lies back on the floor with the knees bent. The fingers should be laced behind the neck. The officer sits up, then returns to the prone position (knees should be bent at an approximate 45 degree angle). The officer should be able to complete the indicated number of bent knee sit-ups in one minute's time:

	AGE				
	20-29	30-39	40-49	50-59	60-69
Male	34	31	26	20	18
Female	30	24	16	14	14

FLEXIBILITY

It is important that an officer maintain flexibility, especially given the number of hours spent on patrol or doing paperwork. Flexibility will help decrease the chances of lower back injury. The test for flexibility is called the Sit and Reach. The sit and reach is conducted by having the officer sit on a mat. The legs should be extended straight in front of the body, and they are at right angles (perpendicular) to a taped line on a box. The heels are placed on the floor, about eight inches apart. A fifteen inch rule is placed with the 15 inch mark on the edge of the box nearest the officer. The officer slowly reached forward with both hands as far as possible, and holds the position momentarily. His goal is to reach as far as possible without moving the heels and keeping knees straight. The distance of the reach is recorded; the best of three tries is

considered the score used to determine passage of the test. The scores for passing are charted below:

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	16.5	15.5	14.3	12.5	12.00
Female	19.3	18.3	17.3	16.8	15.5

Other tests include a 1.5 mile run. The times for each test are charted below:

	AGE				
1.5 mile run (in minutes)					
	20-29	30-39	40-49	50-59	60 & Older
Male	14:00	14:45	15:35	17:00	19:00
Female	18:30	19:00	19:30	20:00	20:30

The Institute for Aerobics Research also considers “Standards of Error” in calculating the standards. These standards of error represent statistical deviations from test results. Therefore, the following standards of error will be included in your scores:

1.5 mile run: subtract 55 seconds from final score, unless the test was passed at written standard

Sit & Reach: add ½ inch to final score

Sit-Ups: add 1 sit-up to final score

Push-Ups: no standard of error has been computed

The bench press may be substituted for push-ups.

	AGE				
	20-29	30-39	40-49	50-59	60 & Older
Male	.99	.88	.80	.71	.65
Female	.59	.53	.50	.44	.43

The procedure to substitute the bench press for push-ups is as follows:

- 1) Estimate the weight that the officer will have to press in one try.
- 2) Load and weights to one-half of the required weight.
- 3) The officer is to press the one-half of estimated weight for an easy warm-up.
- 4) Increase the loading of weights in ten (10) pound increments, allowing a press after each increment is added. This allows the officer to warm up in three or four repetitions to prevent muscle injury. When the maximum weight is added, the officer is to lift this weight in one smooth repetition.

APPENDIX D

SECONDARY EMPLOYMENT

Western Springs Department of Law Enforcement Services

General Order P411

SUBJECT: SECONDARY EMPLOYMENT

Issue Date: May 25, 2006
Revised Date: August 15, 2012
Relates to Standards: 22.3.3, 22.3.4
Indexed As: Secondary Employment
Extra Duty Employment

I. POLICY

A. The policy of the Department is to provide guidelines to employees of the types of secondary employment that is appropriate, and to establish procedures to maintain accountability for the welfare of the Department. These requirements are essential for the efficient operation of the Department and for the protection of the community.

II. PURPOSE

A. The purpose of this directive is to set forth guidelines to govern off-duty or secondary employment by members of the Western Springs Department of Law Enforcement Services.

III. DEFINITIONS

- A. *Employment*: The provision of a service, whether or not in exchange for a fee or other service, including self-employment. This includes any employment in which another may financially benefit from the employee's work, e.g., a family member or other person receiving compensation for the work of the employee. Employment does not include volunteer charity work.
- B. *Extra-Duty Employment*: Any employment that is conditioned on the actual or potential use of law enforcement powers by the sworn police employee.

- C. *Regular Off-Duty Employment:* Any employment that will not require the use or potential use of law enforcement powers by the off-duty employee.
- D. *Conflict of Interest:* Any secondary employment duty that is illegal, inconsistent, incompatible, or in opposition to the duties, functions, and/or responsibilities of employment with the Department.
- E. *Personnel:* Any employee or member of the Department and includes:
 - 1. Full-Time Officer: any sworn full-time member of the Department.
 - 2. Community Service Officer: any paid non-sworn employee, whether full or part-time, who performs limited field duties in conjunction with or support of other police personnel.
 - 3. Civilian Personnel: Any person performing a function within the Department, whether full or part-time, who is compensated for the work they perform and is not a sworn police officer.
- F. *Probationary Period:* A period of time beginning with the date of original appointment to employment with the agency and the length of such period as defined within the general policies of the municipality contained within the existing provisions of any bargaining agreement or is provided for through the establishment of a specific State Statute.
- G. *Secondary Employment:* Secondary employment is any employment other than the employee's regular employment with the Department, including both regular off-duty and extra-duty employment.

IV. PROCEDURE

- A. General Guidelines

The Department has a legitimate interest in regulating its employees' secondary employment. While the Department will not unreasonably restrict off-duty employment, it will require responsibility and accountability to the Department of personnel engaged in secondary employment.
- B. Mandatory Approval

Prior to commencing any regular off-duty employment, including self-employment, personnel must submit a written request and obtain written approval for such employment. All approved requests are subject to periodic review and reconsideration for approval by the Director of Law Enforcement Services, and must be renewed on an annual basis. Personnel shall communicate, in writing, any such change that could invalidate the secondary employment approval currently on file in the employee's personnel file. The employee's request for regular off-duty employment will be submitted to the Director of Law Enforcement Services on the Secondary Employment Request (Appendix A) and will include the following information:

1. The secondary employer's name, address, phone number and the type of business;
 2. A complete narrative of the type of work or duties to be performed;
 3. The highest number of days and hours to be worked within a single week;
 4. The name and phone number of the person who will be their immediate supervisor;
 5. A complete list of any law enforcement-type equipment the employee must use on the job;
 6. A Secondary Employment Addendum Form (Appendix B) and Indemnity Agreement (Appendix C) will also be completed and accompany the Secondary Employment Request form, except that secondary employment approved prior to December 1, 2008 for individual officers with specific employers may continue with the modified indemnity agreement previously approved.
- C. Auxiliary officers and part-time civilian employees who are employed outside the Department do not need to comply with all mandatory approval processes outlined in item IV.B. Auxiliaries and part-time civilian employees are required to notify the Director of Law Enforcement Services of the name, address, and phone number of their employer and the type of business. Secondary Employment Request (Appendix A) need not be used to make this notification.
- D. Regular Off-Duty Employment: Employees may engage in off-duty employment that meets the following criteria:
1. Employment of a non-police nature in which vested police powers are not a condition of employment; the work provides no real or implied law enforcement service to the employer and is not performed during assigned hours of duty. The work may include armed or unarmed security provided the conditions set forth in 2 and 3 below are met and such employment does not require or involve the use of police powers or violate any of the other prohibitions set forth herein.
 2. Employment that presents no potential conflict of interest between their duties as an officer and their duties for the secondary employer. Some examples of employment representing a conflict of interest are:
 - a. Process server, reposessor, bill collector, towing of vehicles, or in any other employment in which police authority might tend to be used to collect money or merchandise for private purposes.

- b. Dressed in an official uniform, carrying a Department issued firearm or other Village equipment in the performance of tasks other than that of a police employee for the Village.
 - c. Personal investigations for the private sector or any employment that might require the officer to have access to police information, files, records or services as a condition of employment.
 - d. Assisting in the case preparation for the defense in any criminal, civil or other court proceedings.
 - e. For a business or labor group involved in a strike or lockout.
- 3. Employment that does not constitute a threat to the status or dignity of the police as a professional occupation. Examples of employment presenting a threat to the status or dignity of the police profession are:
 - a. Establishments which sell pornographic books, magazines, sexual devices, or videos, or that otherwise provide entertainment or services of a sexual nature.
 - b. Any employment involving the sale, manufacture or transport of alcoholic beverages as the principal business.
 - c. Any gambling establishment.
- 4. Other Prohibitions of Regular Off Duty Employment.
 - a. No employee engaged in secondary employment shall commit an act that violates any applicable general order, local ordinance, state or federal law, or be involved in any act which would bring disrepute to the Department or Village. Employees may not be employed by any entity in which the owner or manager of the business is of questionable character, having ties to criminal organizations or has a known record of serious criminal arrests; or the business is consistently or frequently found to be in violation of state or federal law as well as municipal ordinances;
 - b. Any secondary employment shall not involve the use of any Village equipment, facilities, or resources without the written consent of the Chief of Police. Employees may not exhibit any credentials or identify themselves as police officers while working for the secondary employer unless statutorily obligated to do so;
 - c. No employee may be employed by the Western Springs Fire Department or other such overlapping public safety entity with concurrent jurisdiction in case of emergency callout or disaster; and

- d. No employee may be employed by a business in which the manager restricts the sworn member from certain areas within the premises to which the public has access.
- E. Extra-Duty Employment: Employees may engage in extra-duty employment as follows:
 - 1. Where a government profit-making or not-for-profit entity has a contract agreement with the Police Department for officers in uniform who are able to exercise their official police duties.
 - 2. Types of extra-duty services which may be considered for contracting are:
 - a. Traffic control and pedestrian safety;
 - b. Crowd control;
 - c. Security and protection of life and property;
 - d. Routine law enforcement for public authorities;
 - e. Plain-clothes assignments.
 - 3. Private entities that wish to contract for extra or special duty services will be asked to correspond with the Director of Law Enforcement Services and indicate their understanding of the hourly rate for these services as well as execute a contractual agreement. A copy of this correspondence will be forwarded to the Finance Department for billing purposes.
 - 4. The Director of Law Enforcement Services or his/her designee is responsible for planning, staffing and coordinating all Special Duty events requiring extra-duty employment. All requests for this type of police service will be forwarded to the Director of Law Enforcement Services or his/her designee for approval.
 - a. The employee assigned to the special detail will be paid at their prevailing time and one-half rate.
 - 5. A detail sign-up sheet will be posted allowing personnel to sign up for all details.
 - a. Outside details will be distributed on a rotating seniority basis.

- b. Assignments to special details will not interfere with street coverage or the employee's abilities to work their normal tour of duty.

F. Limitations on Regular Off-Duty and Extra-Duty Employment:

1. In order to be eligible for secondary employment, personnel must be in good standing with the Department, and who is not on suspension. Continued approval of an employee's secondary employment is contingent on such good standing.
2. Employees who have not completed their field training, or who are on medical or other leave due to sickness, temporary disability or on-duty injury shall not be eligible to engage in any secondary employment.
3. Prior to obtaining regular off-duty or extra-duty employment, an employee shall comply with all departmental procedures for granting approval of such employment.
4. An employee may work a maximum of 24 hours of regular off-duty or extra-duty employment, or a total of 64 hours in combination with regular duty in a single week.
5. Work hours for all secondary employment must be scheduled in a manner that does not conflict or interfere with the employee's performance of duty.
6. An employee engaged in any secondary employment is subject to call-out in cases of emergency, and may be expected to leave their off-duty or extra-duty employment in such situations.
7. Permission for an employee to engage in outside employment may be revoked where it is determined pursuant to departmental procedures that such outside employment is not in the best interest of the Department. Furthermore, permission may be revoked in any case where an employee fails to perform adequately while on duty or receives disciplinary action in any way related to such outside employment.
8. No employee shall solicit any person, business, or other entity for secondary employment while on duty, or while acting as a Western Springs Department of Law Enforcement Services employee.

G. Liability

1. In working regular off-duty employment, personnel fully understand and agree to the terms and conditions contained herein. Personnel also agree not to file a claim of any kind or nature against or with the Department. In addition, if the employee, anyone at the employee's direction, or on the

employee's behalf, or any third party or entity, does file a claim, the employee agrees to defend, hold harmless, and fully indemnify the Department for any costs, losses, claims, reasonable attorney fees, and/or expenditures incurred by the Department. The employee understands that it is their sole responsibility to arrange with the secondary employer for the protection of liability and health insurance, worker's compensation, and the like.

2. The Department shall not be responsible for medical expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
3. The Department shall not be responsible for any expenses, losses, and/or costs associated with injury leave incurred from injuries sustained while the employee is working in any regular off-duty employment.
4. The Department shall not be responsible for any retirement, pension, or other types of expenses, losses, and/or costs incurred from injuries sustained while the employee is working in any regular off-duty employment.
5. The Department shall not be responsible for any third party liability incurred or created while an employee is working in any regular off-duty employment.
6. The Department shall not be responsible for any expenses, losses, and/or costs incurred for defense of any criminal prosecution against the employee as a result of any regular off-duty employment.

Appendix A, B, C

APPENDIX E

ELECTION, WAIVER AND RELEASE FOR DISCIPLINARY PROCESS

I, _____, a police officer in the Village of Western Springs, and a member of the Metropolitan Alliance of Police, Chapter 360 being proposed for discipline by the Village of Western Springs Police Department, have been informed of my options to dispute discipline in accordance with the Collective Bargaining Agreement between the Village of Western Springs and the Metropolitan Alliance of Police, Chapter 360.

In accordance with section 6 of the Grievance Procedure, the employee shall have three (3) calendar days to submit a copy of the Election Form and Decision to the Union for approval to arbitrate the discipline. The Union shall have an additional seven (7) calendar days to approve or deny the request for arbitration. If the Union authorizes an arbitration concerning the discipline, it shall notify the Chief or the Chief's designee in writing of the intent to arbitrate within ten (10) calendar days of the issuance of the Decision to Discipline. If approved by the Union for arbitration, the Election Form shall constitute a grievance which shall be deemed filed at the arbitration step of the grievance procedure. When a grievance is elected, the arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive. If the arbitration is not approved by the Union within ten (10) calendar days of the Decision to Discipline, or is not elected by the employee, the employee retains his rights to appeal discipline before the Village of Western Springs Fire & Police Commissioners in accordance with the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended.

_____ (*initial*) I understand that I may elect to pursue a grievance over such discipline (option A), or I may choose to dispute the discipline before the Village of Western Springs Board of Fire and Police Commissioners (option B), but not both. I understand that an election of one of these procedures is a waiver of my rights and remedies to the other to the extent described within Section 6 of the grievance procedure.

I have had an opportunity to discuss these options with a union representative and choose to dispute the proposed discipline before the following forum:

A. Grievance Arbitration

By selecting the grievance process alternative, I acknowledge my understanding that the Village has the right to unilaterally impose the proposed discipline immediately (meaning: retroactive to the date of the decision to discipline), subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration, provided that the Chief simultaneously provides me with a copy of all reports and evidence relied upon by the Chief to demonstrate the alleged rule violation, including mitigating and exculpatory evidence. An arbitrator will determine whether the discipline was imposed with just cause, and whether the discipline was excessive.

By election to file a grievance over my discipline I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan

Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

I hereby elect the grievance arbitration procedure and waive my rights to a hearing before the Village of Western Springs Board of Fire and Police Commissioners as described within Section 6 of the grievance procedure. This document will be considered my grievance.

Agreed: _____

Date: _____

Witness: _____

Date: _____

B. Board of Fire and Police Commissioners

By selecting an appeal of discipline before the Village of Western Springs Board of Fire and Police Commissioners, I understand that I will have a hearing over such discipline before the Board of Fire and Police Commissioners of the Village of Western Springs in accordance with their rules and the laws of the State of Illinois as provided within the Illinois Municipal Code, Division 2.1, Board of Fire and Police Commissioners, 65 ILCS 5/10-2.1 *et seq.*, as amended. I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police.

By election to have a hearing before the Board of Fire and Police Commissioners over my suspension or discharge, I hereby release the Village of Western Springs, the Western Springs Board of Fire and Police Commissioners and the Metropolitan Alliance of Police, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election. I understand that this hearing will be subject to the Rules and Regulations of the Village of Western Springs Board of Fire and Police Commissioners.

I agree that such hearing shall be a waiver of the grievance/ arbitration procedures of the collective bargaining agreement between the Village of Western Springs and the Metropolitan Alliance of Police. I hereby acknowledge that charges will be filed with the Board of Fire and Police Commissioners requesting my discipline. This document will be considered my request for a hearing concerning this discipline.

Agreed: _____

Date: _____

Witness: _____

Date: _____

Received by the Chief of Police's Office: _____

Date: _____

SIDE LETTER

The parties agree that by deleting the term “picketing” from the provisions of Article VI, Section 1, they recognize that peaceful picketing that does not interrupt or disrupt Village operations is not prohibited by Article VI, Section 1. On the other hand, the parties agree that picketing, even though it may be peaceful, is prohibited by Article VI, Section 1, if it results in an intentional interruption or disruption of the operations of the Village.

VILLAGE OF WESTERN SPRINGS

METROPOLITAN ALLIANCE OF POLICE,
CHAPTER 360

Dated: _____

Dated: _____

Dated: _____

Dated: _____

Dated: _____



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: July 8, 2026

AGENDA ITEM D.2.

To: General Government Committee

From: Heather Valone, AICP, Director of Community Development

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

RE: St. John of the Cross – Requests for Special Events Liquor License and Temporary Use Permit for Family Fest 2026

Recommendation

Consider a recommendation to approve the Class "I" Liquor License and temporary use permit.

Summary

St. John of the Cross (SJC) has submitted their 2026 requests for a temporary use permit (TUP) and special event liquor license - Class "I" for beer, wine and hard seltzer sales at the SJC campus on the east side of Wolf Road between Courtland Circle and 51st Street.

A request letter dated May 31, 2026 has been submitted by Reverend Don Einar Cambe, Pastor of St. John of the Cross discussing the event and the pertinent details related to the SJC request which are as follows:

- Event will be conducted from Thursday, August 13 through Sunday, August 16. The carnival will operate from open to close and the proposed hours of operation, entertainment and last call have been identified in the attached cover letter.
- A class "I" special event license is being requested along with a temporary use permit for the carnival.
- The activities, carnival, entertainment, food and liquor service are similar to previous Family Fest events.
- All festival activities will be held in the large parking lot in the middle of the SJC campus. Carnival rides and midway games will be in the west portion of the parking lot along Wolf Road.
- An 80'x 100' tent will be installed on the east end of the lot between the Parish Center and the school building (labeled Music Hall Tent) on the accompanying map. This tent will serve as the main entertainment venue.
- Food Service will be provided through a combination of food trucks, food stands and a scaled back menu of items prepared and served by parish volunteers.

Alcohol will be sold at the event and will include beer, wine and hard seltzer. Sale of alcohol will

stop one half-hour prior to close of event each day. A wristband will be given out to anyone 21 years of age or older if they purchase tickets for alcohol. The Parish is again requesting that alcoholic beverages be permitted throughout the church parking lot within the footprint of the Fest. The Parish has a security team that will staff three (3) checkpoints to ensure that the beverages remain on property (and within the footprint of the fest).

This is the 14th annual Family Fest event and the SJC event is operated by a team of church volunteers with the assistance of the Police and Fire Departments. Their team has demonstrated over the years that they are capable of managing this type of large-scale event.

A raffle license has also been submitted. The raffle event will be conducted in advance of the fest with the final drawing being conducted at the August event.

Recommendation

If the General Government Committee is amenable to the temporary use permit and special event liquor license being requested by SJC, the Committee can recommend approval of the SJC requests and forward the requests for consideration and action from the full Village Board at the July 13, 2026 meeting.

Attachments

1. Applicant Submittals
2. Draft Ordinance - An Ordinance Approving the Creation of a Class "I" (Special Events on Property Owned or Leased by a Not-For-Profit Organization) Liquor License for Issuance to St. John of the Cross Parish for the 2026 Family Festival Event Scheduled for August 13 to 16, 2026 at the 5005 Wolf Road Property.

Financial Impact

None.

Recommended Motion

I move to recommend to the Village Board the approval of the Class "I" Liquor License and TUP.

Strategic Plan Alignment

None.

File Attachments

1. Applicant Submittals
2. Draft Ordinance

May 31, 2026

The Honorable Heidi Rudolph
Village President and Liquor Commissioner
Village of Western Springs
740 Hillgrove Avenue
Western Springs, Illinois 60558

Dear President Rudolph:

St. John of the Cross Parish is very pleased to submit and request the Village of Western Springs' approval of the following items for its 2025 Family Festival:

- A temporary use permit for a carnival (Section 10-4-5: TEMPORARY USES of the Development Control Ordinance) and
- A Class "I" special event liquor license application for a non-profit on land owned by the non profit (Section 4-1-9 of the Liquor Code).

The Parish proposes hosting SJC Fest 2025 August 13th-16th. This will be our twelfth festival since 2011. We are anxious to hold the Fest and provide a community-building event not only for members of the Parish, but for other residents of the Village and surrounding communities as well.

As you know from the past, our Family Festivals feature carnival rides, food and beverage service, concerts and other entertainment, and a fundraising raffle and silent auction. We are conducting the raffle and intend to follow through with all other elements again this year. The following is a summary of what we propose:

Proposed Hours

Date Open Close Entertainment Last Call Thursday, August 13th 5:00 p.m. 10:30 p.m. 6:00 - 10:00 p.m. 10:00p.m. Friday, August 14th 5:00 p.m. 12:00 a.m. 6:00-11:00 p.m. 11:30p.m. Saturday, August 15th 2:00 p.m. 12:00 a.m. 2:00- 11:30 p.m 11:30p.m. Sunday, August 16th 12:00 p.m. 7:30 p.m. 1:00 - 7:30 p.m. 7:00 p.m.

The carnival will operate from open to close. Live entertainment will end one half-hour before close on Thursday, one hour before close Friday, a half-hour before close Saturday night and at closing on Sunday. Beer, wine, and hard lemonade sales will stop one half-hour prior to close.

Hand Sanitizing: We want to ensure our guests will have many more convenient options to wash their hands with greater priority given to areas in the carnival midway as they exit rides and when they enter and leave the food and beverage service areas, the entertainment tent, and the beer garden.

Carnival Operator

Windy City Amusements, Inc. will be the carnival operator.

Windy City Amusements is located at 914 W Main Street, St. Charles, IL 60174. Their office telephone number is (630) 443-4547. Their general email address is wca.office@windycityamusements.com. The president of the company is

President Rudolph
May 31, 2026
Page 2

Carnival Operator (cont.)

Tony Salerno, Jr. His Mobile number is (630) 327-7152 .

As in past years, the carnival operator will provide contact information on all its employees to the Western Springs Police Department in advance of the festival. Its employees will be housed offsite during the duration of the Fest.

If the Village approves our applications for SJC Fest 2026, the carnival operator will arrive to begin set up on Monday, August 10th. Tear down of the carnival will be completed by Monday, August 17th.

Proposed Family Festival Site Plan

Accompanying this letter is a large print of the site plan for the festival. All festival activities will be held in the large parking lot in the middle of the S.JC campus. As in the past, carnival rides and midway games will be in the west portion of the parking lot along Wolf Road.

An 80 x 100' tent will be installed in the east end of the lot between the Parish Center and the school building. It is labeled on the layout as the "Music Hall Tent". It will serve as the main entertainment venue. As noted earlier, all tables in the entertainment tent will be set up six feet apart. No more than 10 guests will be allowed per table.

Our current plan calls for a smaller tent 30-feet west of the Music Hall Tent. It shows this tent as being 80' x 60'. It will house a secured serving area for alcoholic beverages, a soft drink station and the food service area. The size of the tent may change, however, depending on the number of food trucks and/or food stands we may have. Further details on this can be found in the Food Service section of this letter.

In addition to the above tents, we will create two areas with tables and umbrellas in the east end of the parking lot where people can enjoy their food and drinks. The first will be in the 30-foot gap between the two tents. The 30 feet will be measured between the stakes of the tents.

The second dining area will be just west of the Food/Beverage Tent. Two smaller tents will also be pitched in this area. One will be used for the redemption of mega-pass carnival ride wristbands and food and beverage ticket sales, the other for a gift card pull and volunteer check-in.

Tables in both above dining areas will be spaced six feet apart. The number of guests at each table will be limited to 10.

The multi-purpose room in the school building will be the only indoor space used for the general public during the festival. It will house a first-aid station. It will also serve as a shelter in the event of inclement weather.

A fire lane will be maintained to ensure easy access to all areas of the Fest for emergency equipment. It will run from the northern most entrance of the church parking lot on Wolf Road, between the carnival and the food and beverage service area, along the school building, and then out the parking lot drive on 51st St.

Food Service

The Food will be provided through a combination of food trucks, stands and a scaled back menu of items prepared and served by parish volunteers.

President Rudolph

May 31, 2026

Page 3

Beverage Service

As noted in the Layout section, The Parish proposes to locate the secured service area for alcoholic beverage areas which will be operated by Parish volunteers. The individuals serving alcoholic beverages will be BASSET-trained and licensed. All beverage servers will follow all food sanitation and public health regulations. These beverages and a soft drink station will be in the 80' x 60' tent in the east end of the parking lot. The tent may be downsized depending on the food trucks and stands.

We plan to purchase our beer, wine, and hard lemonade from Burke Beverage of McCook again this year. The soft drinks will be donated by an anonymous parishioner. All drinks will be dispensed and served in individual waxed-paper cups or plastic glasses.

A ticket system will be used to purchase beverages. We have used it successfully at previous Fests. There will be separate tickets for alcoholic beverages and soft drinks. The alcoholic beverage tickets will be \$.00 each. One alcoholic beverage ticket can be exchanged for one cup of beer, wine, or hard lemonade. Any guests wishing to purchase tickets for beer, wine, or hard lemonade will be carded. Those individuals 21 years of age or older will be given wristbands. Our BASSET certified servers will only serve beer, wine, or hard lemonade to those guests wearing wrist bands.

Soft drinks will be \$3.00 each. The tickets used to purchase them will be different than those used for alcohol purchases. Guests can neither use alcoholic beverage tickets to purchase soft drinks nor use food tickets to purchase alcoholic beverages.

Beverage Consumption Area

Five years ago, the Village gave St. John's permission to expand the area in which alcoholic beverages can be consumed to include the entire footprint of the Fest. This has proven to be popular especially for those guests who wish to carry their drinks while watching their children in the carnival area.

The Parish again requests that alcoholic beverages be allowed in the church parking lot within the footprint of the Fest. Our security team will staff three checkpoints to ensure that they beverages remain within the footprint. The checkpoints are noted on the accompanying layout. One will be in the fire lane in front of the Parish Center. Another will be at the west end of the path created between the Parish Center and the fence surrounding the tents. The third checkpoint will be in the fire lane in front of the school building about 100 feet from the parking lot entrance on 51st Street. Please note that the checkpoints in the fire lanes will be movable to accommodate any emergency vehicle movement which might be required during the Fest.

In addition to the checkpoints proposed above, we will have security personnel patrol crowds throughout the Fest to ensure that no one without a wrist band is in possession of or drinking beer, wine, or hard lemonade. Our security team will work with the Western Springs Police Department on the best method to handle underage drinkers.

Proposed Entertainment

We are working to book several bands and other forms of family entertainment which will perform during the Fest's operating hours. All entertainment will occur in the large Music Hall Tent.

The following headline performers have been confirmed:

President Rudolph

May 2, 2025

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Date	Performance Time	Performers
------	------------------	------------

Thursday, August 13 th	8:00 - 10:00 p.m.	BEACH BUM BAND
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Friday, August 14 th	6:00-8:00 pm	DANNY AND CHRIS
	9:00-11:00pm	ACOUSTIC SIXTEEN CANDLES

Sat, August 15 th	5:00 - 7:00pm	THE RHYTHM METHOD
	9:00-11:00 pm	FEARLESS

Sunday, August 16 th	1:30-2:45	BLUE MAX TRIO
---------------------------------	-----------	---------------

	3-4:30	INVERSION
--	--------	-----------

	5-7:00	PAUL STOLLA
--	--------	-------------

GIFT CARD PULL: A gift card pull will be conducted during the festival to raise funds for the Parish. The donated gift cards will be on display during the Fest in a smaller tent west of the Food/Beverage Tent. Fest goers will be able to place bids on various gift cards during the four-day run of the event. Winners will be able to pick up their gift cards at designated times during and after the Fest. The total retail value of the donated gift cards will be approximately \$10,000.

Public Safety

St. John of the Cross is fortunate that one of its parishioners is a police chief in another suburban community. He will once again head up our security efforts for SJC Fest 2024. He will meet with representatives of the Village of Western Springs' Police and Fire Departments to coordinate the final security and public safety details for the Fest.

As we have done in the past, the Parish will hire off-duty, uniformed Western Springs police officers to be on site during the peak operating hours. In addition, one uniformed officer will be on site overnight each night of the Fest. Our intent is to cooperate with the Police and Fire Departments during our planning as well as during the festival itself to ensure that public safety is maintained.

Parking

The Parish will work with its neighboring churches on Wolf Road to use their parking lots during Fest hours. Vehicles will also park on streets in the Springdale and Forest Hills neighborhoods. Handicapped parking will be available on the Parish campus near the Parish Center and in the designated paved lot north of the church building.

In addition, it should be noted that all but one weekend Mass will be held in the church building during

PRESIDENT RUDOLPH
MAY 31, 2026
PAGE 5

the festival. The 11:00 a.m. Sunday Mass will be held in the Fest entertainment tent. Parking will be allowed on the grass at the north end of the Parish's property during the Masses and will be limited to people attending Mass. This area will not be used for festival parking.

Good Neighbor

As we have been in the past, St. John of the Cross wishes to be a good neighbor to the residents in the neighborhoods which surround the Parish. We will mail a written notice to all adjacent homeowners two weeks prior to the Fest so they know what to expect. We will also provide them with a dedicated phone number so they can communicate with the Parish and Fest staff if any issues or questions arise during the Fest which require immediate attention.

Cleanup of the Parish grounds will occur throughout each day as needed. A more thorough cleanup will occur each night at the close of the Fest. Parish volunteers will also police the Springdale and Forest Hills neighborhoods from time to time throughout each day and then again at the end of each night to collect any litter that may have been left by festival goers. We hope to minimize this situation by proactively posting signs at all exits asking festival patrons to respect the neighborhoods and churches where they have parked.

We believe this letter provides a good start for our 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 SJC Fest 2024. An application for a liquor license is enclosed.

We cannot begin to tell you how excited we are to meet with you to discuss the opportunity to operate our Annual Family Fest foster community spirit.

Please contact Ann-Marie Hickey at (708) 207-0738, ahickey@coldwellhomes.com with any questions. We look forward to the dialogue and pledge the Parish's cooperation.

Sincerely,



Rev. Don Einger Cambe

Pastor

ST JOHN OF THE CROSS FAMILY FESTIVAL



**St. John of the Cross Family Festival
August 13 - 16, 2026**

[illegible]

SCALE: 1"=40'-0"

ALL APPLICATIONS MUST BE TYPEWRITTEN. NO HANDWRITTEN FORMS WILL BE ACCEPTED.
THE FURNISHING OF ANY INACCURATE INFORMATION SHALL BE CAUSE FOR LICENSE REVOCATION.

MUST BE FILED IN DUPLICATE WITH THE OFFICE OF THE VILLAGE MANAGER

**VILLAGE OF WESTERN SPRINGS
COOK COUNTY, ILLINOIS
LOCAL LIQUOR CONTROL COMMISSION
APPLICATION FOR RETAIL LIQUOR LICENSE**

NEW/RENEWAL: Class 1 Liquor License
(Non-Refundable Application Fee for
Issuance of new Liquor License; One-Time Only Fee)

DATE: MAY 31, 2026

Honorable Presiding Village President and Local Liquor Control Commissioner
Village of Western Springs, Illinois

Reference in this Application to an owner shall mean any person who is an owner of more than five percent (5%) of the corporation, a partner in a partnership or a member of a limited liability company, which is applying for the license. All questions must be answered completely. **QUESTIONS ARE TO BE ANSWERED ACCURATELY. IF QUESTIONS ARE NOT ANSWERED ACCURATELY, THE LICENSE WILL BE SUBJECT TO REVOCATION. IT WILL NOT BE A DEFENSE THAT ANSWERS WERE GIVEN TO THE BEST OF THE ANSWERER'S KNOWLEDGE. IT IS YOUR RESPONSIBILITY TO ASCERTAIN THE ACCURACY OF YOUR RESPONSE. IF MORE SPACE IS NEEDED TO FULLY RESPOND, ATTACH A SEPARATE PAGE(S).**

The undersigned (an owner), DON EINAR CAMBE (name), REVEREND
(title) of PASTPR d/b/a SJC PARISH (business name and assumed name) makes application for a Class 1 liquor license, at the address of 5005 Wolf rd, Western Springs, IL for the period ending March 31, 2027, and tenders the sum of \$ 100., the prescribed fee as set forth in the following:

SCHEDULE OF ANNUAL FEES FOR THE VARIOUS CLASSES OF RETAIL LIQUOR LICENSES (SECTIONS 3-3-2 and 4-1-9):		Application Fee	Annual Fee
CLASS A:	Full Service Restaurant with a Service Bar	\$ 1,000.00	\$ 2,000.00
CLASS B:	Full Service Restaurant with a Patron Bar	1,000.00	2,000.00
CLASS C:	Full Service Restaurant; Beer and Wine Only	1,000.00	1,000.00
CLASS D:	Limited-Service Restaurant License; Beer and Wine Only; No Patron or Service Bar	1,000.00	1,000.00
CLASS E:	Supermarket License	1,000.00	3,000.00
CLASS F:	Culinary School License	1,000.00	500.00
CLASS G:	Fine Wine, premium spirits and beer, gourmet food store	1,000.00	1,000.00
CLASS H:	Outdoor Liquor Café	500.00	150.00
CLASS I:	Special Event (Not-For-Profit Organization Owned or Leased Property)	400.00*	100.00**
CLASS J:	Special Event (Village-Owned Property (Beer And Wine Only)	400.00*	100.00**
CLASS K:	BYOB - Corkage License (Beer and Wine Only)	250.00	200.00
CLASS L:	Limited Special Event License; Tastings Of Beer And Wine And Beer And Wine Package Sales Only	345.00	357.00
CLASS M:	Theatre license	250.00	100.00
CLASS N:	Caterer's License	200.00	100.00
CLASS O:	Craft Beer, Wine, And Spirits Establishment License (On-Site Consumption And Packaged Sales)	1,000.00	1,000.00
CLASS Q:	Wine Establishment License (Wine Tasting And Retail Wine Sales By The Bottle; On-Site Consumption)	1,000.00	1,000.00

* There is no special event license application fee for the holder of an existing Village-issued liquor license.

** The above \$100 fee is a "renewal application fee" payable by an applicant in subsequent years to renew a special event license. For each special event license (5 or fewer events in one calendar year), there is a \$25 per event fee, and for each additional event after the 5th event in one calendar year, there is a \$15 per event fee.

*** Class "N" fees are higher for those entities not currently holding a liquor license issued by the Village of Western Springs. Consult the Village Code for current fees.

AN OWNER MUST COMPLETE THIS APPLICATION. IF A MANAGER IS TO BE EMPLOYED BY THE OWNER, THE MANAGER WILL ALSO HAVE TO COMPLETE AND SUBMIT AN APPLICATION, WHICH WILL BE MARKED AS A "SUPPLEMENTAL APPLICATION." NO FEE WILL BE CHARGED TO PROCESS THE SUPPLEMENTAL APPLICATION. EACH LICENSE TERMINATES ON THE 31st DAY OF MARCH.

THE INFORMATION PROVIDED IN NOS. 1(A)-(S) MUST BE PROVIDED FOR EACH INDIVIDUAL WHO WILL AT ANY PARTICULAR TIME BE THE PERSON ON THE PREMISES WHO HAS SUPERVISORY OR MANAGEMENT RESPONSIBILITY OVER THE OTHER EMPLOYEES. PLEASE PROVIDE SUCH INFORMATION ON SEPARATE SHEETS OF PAPER. EACH SUCH MANAGEMENT PERSON MUST BE FINGERPRINTED BY THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES. APPOINTMENTS FOR FINGERPRINTING MUST BE MADE 72 HOURS IN ADVANCE. NO FINGERPRINTING WILL BE DONE WITHOUT SUCH AN APPOINTMENT.

SPECIAL EVENT LICENSE APPLICANTS MUST COMPLETE THE ATTACHED "SPECIAL EVENT RIDER."

1. **INFORMATION ON APPLICANT AND PERSON COMPLETING THIS APPLICATION.** Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, please provide the following information.

A. Name: Reverend Don Einar Camber

B. Mailing

C. Address

D. Home P

E. Work Ph

F. Citizens

G. If natura

H. Place of

I. Driver's

J. Height:

K. Weight:

L. Color of

M. Color of

N. Social S

O. Vehicles

P. Other home addresses within the last 5 years:

Street Address	City, State, ZIP	Dates	
		From	To

Q. Businesses owned or operated within the last 5 years that required a liquor license, stating: (a) Name of business; (b) State and municipal liquor license numbers; (c) Address; and (d) Phone number.

Business Name: St. John of The Cross Parish

Address: 5005 Wolf Rd, Western Springs, IL Phone Number: (708) 246-4404

Dates owned: From: _____ To: _____

Describe any liquor license incident requiring police intervention:

None

State liquor license #: 4A-0101217 Date of license: 6/13/2018

Municipal liquor license #: 4A-0101217 Date of license: 5/31/2019

Name, address and telephone number of municipality issuing liquor license: Village of Western Springs

11. If the answer to Question Number 10 is "Yes," state the name, age, address and telephone number of the manager, or for a management company state the same information, as applicable, for the company and for any assigned representative of the company who will serve as the on-site manager.

Name: N/A Age: _____
Address: _____ Phone Number: _____

(The manager or management company must complete and submit an Application, which will be marked as a "Supplemental Application.")

12. How long has the Applicant been in the business of the retail sale of alcohol and describe the nature of its business experiences? N/A

13. Date of incorporation or organization of your company: N/A

(As applicable, attach a copy of the Articles of Incorporation, Articles of Organization, Shareholders Agreement, Operating Agreement and Partnership Agreement).

14. If the Applicant is a corporation or a limited liability company, has it ever been dissolved, either voluntarily or involuntarily? ☐ Yes ☐ No

If so, state the date of reinstatement: N/A

15. If the Applicant is incorporated or organized in a state other than the State of Illinois, you must attach the document pursuant to which the company is qualified under Illinois law to transact business in Illinois.

16. List the names, addresses, dates of birth, telephone numbers and social security numbers of all Officers and Directors.

Name: N/A Address: _____ Office Held: _____
Date of Birth: _____ SS#: _____ Phone No.: _____

Name: _____ Address: _____ Office Held: _____
Date of Birth: _____ SS#: _____ Phone No.: _____

Name: _____ Address: _____ Office Held: _____
Date of Birth: _____ SS#: _____ Phone No.: _____

17. List the names, addresses, dates of birth and social security numbers of all partners (if a partnership), members (if a limited liability company), or shareholders who own in the aggregate more than 5% of the stock of the corporation.

Name: _____ Address: _____ % of Stock: _____
Date of Birth: _____ SS#: _____ Phone No.: _____

Name: _____ Address: _____ % of Stock: _____
Date of Birth: _____ SS#: _____ Phone No.: _____

18. **Is the Applicant a subsidiary of a parent corporation?** ☐ Yes ☒ No
 If so, state the name, address and telephone number of the parent corporation. (*The Local Liquor Control Commission has the right to require that the parent company complete and submit this Application*).
 Name: _____ Address: _____ Phone No: _____
19. **Is the Applicant obligated to pay a percentage of profits to any person or entity not listed in Question Numbers 17 and 18?** ☐ Yes ☒ No
 If so, explain and identify the name, address and telephone number of such persons or entities: _____

 Name: _____ Address: _____ Phone No: _____
 Name: _____ Address: _____ Phone No: _____
20. **Has the Applicant or any person listed in Questions Numbers 17 or 18 or any of your managers ever held another liquor license in the United States?** ☐ Yes ☒ No
 If so, state the dates, city and state of each license:
 License Holder: _____ Date: _____
 City and State: _____
 License Holder: _____ Date: _____
 City and State: _____
21. **Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever been denied a liquor license from any jurisdiction?** ☐ Yes ☒ No
 If so, state the date of particulars: _____

22. **Has the Applicant or any person listed in Question Numbers 17 or 18 or any of your managers ever had a previous liquor license (whether wholesale or retail) revoked by the Federal Government or by any state, county or local government?** ☐ Yes ☒ No
 If so, explain: _____

23. **Other than when making an initial application for a license, has the Applicant or any predecessor to or subsidiary or corporate parent entity of the Applicant ever been subject to charges, hearing violations, or citations of the "State Liquor Control Act of 1934" and any local liquor ordinance with respect to a liquor license?** ☐ Yes ☒ No
 If yes, please state the following:
 Previous Licensor: _____ Licensee Name(s): _____
 Licensee(s) Address: _____
 Address of Licensed Premises: _____
 Names of the licensed establishment and the date or dates of such revocation or suspension: _____

24. If the answer to either Question Numbers 22 or 23 is "Yes," **describe on a separate page** for each and every charge, violation, or citation: a) the date of the charge; b) the final disposition of the charge; and c) name, address and telephone number of the municipality or other jurisdiction bringing the charge.

If no charges were involved, state the reason for the investigation or hearing: N/A

25. Has the Applicant or any person listed in Question Numbers 17 and 18 or any of your managers ever been found guilty of a felony or a misdemeanor, including but not limited to any gambling offense, concerning the sale or use of illegal drugs or any alcohol related traffic offense? ☐ Yes ☐ No

If so, explain the charge, the date, the city and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not and shall specifically include any orders of court supervision, whether satisfactorily completed or not.

Name of Person: N/A Charge: _____

Date: _____ City and State: _____

Disposition: _____

Name of Person: _____ Charge: _____

Date: _____ City and State: _____

Disposition: _____

26. Please attach a verified financial statement showing the assets and liabilities of the Applicant dated no later than thirty (30) days prior to date of the Application. Additionally, a verified financial statement must be submitted for all persons who will share in the profits or losses of a limited liability company or a partnership, which seeks a liquor license, as well as for shareholders owning more than five percent (5%) of a corporation which applies for a license.

27. The Applicant's Retailer Occupational Tax Registration (ROT) Number: N/A
The Applicant's Federal Employer Identification Number (FEIN): 36-2471550

28. Is the Applicant delinquent in the payment of the Retailer's Occupational Tax (sales tax)? ☐ Yes ☐ No

If the answer is "Yes," explain: _____

29. Is any person listed in Question Numbers 17 and 18 or any of your managers an elected public official?
☐ Yes ☒ No

If yes, state the office and unit of government: _____

30. Is any other person directly or indirectly connected with the operation, ownership or management of the Applicant's place of business or the premises to be licensed an elected public official? ☐ Yes ☒ No

If yes, state the particulars: _____

31. Does any person listed in Question Numbers 17 or 18 or any of your managers hold any law enforcement office?

☐ Yes ☒ No

If yes, name the person, title and agency:

Person: N/A Title: _____

Agency: _____

(When answering Question Numbers 32 through 39, the term "person" shall include any partnership in which the person was a partner, any limited liability company in which the person was a member, or any corporation in which the person was or is more than a 5% shareholder).

32. In the past two years, has any person listed in Question Numbers 17 or 18 or have any of your managers made any political contributions to any member of the Western Springs Board of Trustees or to any member of the Illinois State Liquor Commission? ☐ Yes ☒ No

33. If the answer to question number 32 is "Yes," identify each contribution and the amount:

Contribution: N/A Amount: _____

Contribution: _____ Amount: _____

Contribution: _____ Amount: _____

34. Does any person listed in Question Numbers 17 and 18 or any of your managers possess a current Federal Wagering or Gambling Device Stamp? ☐ Yes ☒ No

If yes, state the reasons _____

35. State the value of goods, wares and merchandise to be used in the business that are purchased and on hand at this time: _____

36. If this is a renewal application, has the ownership or management changed in any manner since the prior application? ☐ Yes ☐ No

If yes, please explain the nature of the change(s): _____

37. Does the business that is proposed to be licensed currently carry Dram Shop Insurance coverage for the premises or have a binder for Dram Shop Insurance coverage to be issued upon approval of the liquor license?

☐ Yes ☐ No

If yes, attach a copy of the insurance certificate or binder. The Applicant should provide the Village Manager with at least a binder during the application review process in order to expedite the consideration of the application. A certificate of insurance meeting the requirements of Title 4, Chapter 1, Section 20 of the Western Springs Municipal Code must be provided to the Village Manager following license approval in order for a liquor license to be issued.

38. Pursuant to Title 4, Chapter 1, Section 15 of the Western Springs Municipal Code, no license shall be issued if any of the below statements cannot be answered in the affirmative by the Applicant. By signing this Application, the Applicant affirmatively states that the Applicant is:
- A. A person who is a resident of the Village (unless Subsections J, K or L apply).
 - B. A person of good character and reputation in the community in which he or she resides.
 - C. A person who is a citizen of the United States.
 - D. A person who has not been convicted of a felony under any federal or state law, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
 - E. A person who has not been convicted of being the keeper of or is not keeping a house of ill fame.
 - F. A person who has not been convicted of pandering, sexual molestation or other crime or misdemeanor opposed to decency and morality.
 - G. A person whose license to sell alcoholic liquor, whether issued under this Chapter or by any other governmental entity, has not been revoked for cause.
 - H. A person who at the time of application for renewal of license issued hereunder would be eligible for such license upon a first application.
 - I. A partnership, and all of the partners of such partnership qualified to obtain a license as individuals except for reason of residency.
 - J. A copartnership, if any general partnership thereof, or any limited partnership thereof, owning more than 5% of the aggregate limited partner interest in such copartnership would not be eligible to receive a license hereunder for any reason other than residence within the Village.
 - K. A corporation where:
 - (i.) No officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five percent (5%) of the stock of such corporation, is ineligible to receive a license hereunder for any reason other than citizenship and residency; and
 - (ii.) It is incorporated in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois, it is in good standing under the state of incorporation.
 - L. A limited liability company where:
 - (i.) No officer, manager or director owning more than 5% of the aggregate ownership interest in such company is ineligible to receive a license hereunder for any reason hereunder other than citizenship and residency; and
 - (ii.) It is organized in Illinois and is in good standing under the laws of Illinois, or if an out of state or foreign limited liability company which is qualified under Illinois law to transact business in Illinois, it is in good standing under the state of organization.
 - M. A person whose place of business is conducted and physically controlled and operated by a manager or agent and such manager or agent possesses the same qualifications required of an individual licensee hereunder.
 - N. A person who has not been convicted of a violation of any federal or state law concerning the sale or use of illegal drugs, or the manufacture, possession or sale of alcoholic liquor, or has not forfeited his bond to appear in court to answer charges of any such violation, unless the Local Liquor Control Commissioner determines, after investigation, that such person has been sufficiently rehabilitated to warrant the public trust after considering matters set forth in such person's application and the Commission's investigation. The burden of proof of sufficient rehabilitation shall be on the applicant.
 - O. A person who either owns the premises (or the beneficial interest in a land trust owning the premises) for which a license is sought, or has a lease thereon for the full period for which the license is to be issued.

- P. A person who is a beneficial owner of the business to be operated by the licensee.
- Q. A person who is not a law enforcing public official, the village president, member of the board of trustees, member of the local liquor control commission or any other elected public official, unless said applicant is a member of the board of trustees (except for the village president who serves as the local liquor commissioner) who seeks a license in relation to premises that are located within the Village, provided (i) the sale of alcoholic liquor pursuant to the license is incidental to the selling of food, (ii) the issuance of the license is approved by the State Commission, (iii) the issuance of the license is in accordance with all applicable local ordinances in effect where the premises are located, and (iv) the official granted a license does not vote on alcoholic liquor issues pending before the Village Board.
- R. A person or entity to whom a federal wagering stamp has not been issued by the federal government for the current tax period unless the person or entity is eligible to be issued a license under the Raffles Act or the Illinois Pull Tabs and Jar Games Act.
- S. A person who has not been convicted of a gambling offense as proscribed by any of subsections (a) (3) through (a) (11) of Section 28-1 of, or as proscribed by Section 28-1.1 or 28-3 of, the Criminal Code of 1961, or as proscribed by a statute replaced by any of the aforesaid statutory provisions.
- T. A person who is twenty-one (21) years of age or older.

39. Pursuant to Title 4, Chapter 1, Section 16 of the Western Springs Municipal Code, by signing this Application, the Applicant affirmatively states that:

- A. The Applicant has not been convicted of a felony or any other offenses prohibited under Title 4 of the Western Springs Municipal Code.
- B. The Applicant will not violate any of the laws of the Village, the State or of the United States in the conduct or operation of the place of business to be licensed.

40. The Applicant shall complete and submit with this Application an Authorization for Release of Information Relative to Application for Retail Liquor License on a form approved by the Village.

IF A NEW MANAGER HAS BEEN OR IS ADDED TO THE BUSINESS, THAT PERSON MUST CONTACT THE WESTERN SPRINGS DEPARTMENT OF LAW ENFORCEMENT SERVICES, (708) 246-1800, TO SET UP AN APPOINTMENT TO BE FINGERPRINTED AND MUST SUBMIT A SUPPLEMENTAL APPLICATION. THE APPOINTMENT SHOULD BE MADE MONDAY THROUGH FRIDAY FROM 9:00 A.M. TO 5:00 P.M.

A LIQUOR LICENSE IS NOT TRANSFERABLE. IF YOU ANTICIPATE A SALE OF THE BUSINESS, OR A CHANGE IN OWNERSHIP OR MANAGEMENT, IT IS YOUR SOLE RESPONSIBILITY TO ASSURE THAT THE REQUIRED NOTIFICATION AND/OR REAPPLICATION PROCESS IS STARTED AT LEAST 120 DAYS PRIOR TO THE CHANGE. ALL INVESTIGATIONS BY THE LOCAL AUTHORITIES MUST BE COMPLETED BEFORE THE LOCAL LIQUOR CONTROL COMMISSIONER AND LOCAL LIQUOR CONTROL COMMISSION WILL CONSIDER THE APPLICATION.

SPECIAL EVENT RIDER

THE APPLICANT SHALL COMPLETE THIS SPECIAL EVENT RIDER AS PART OF THE APPLICATION FOR A SPECIAL EVENT LICENSE.

1. Pre-Application Review:

- A. Did you request a Pre-Application Review? ☐ Yes ☐ No
- B. Did you submit a pre-application letter (as well as other documents) to the Local Liquor Control Commissioner?
☐ Yes ☐ No

If yes, attach a copy of the submittal to this Rider.

- C. Did you meet with the Local Liquor Control Commissioner as part of the Pre-Application Review? ☐ Yes ☐ No
- D. Did you receive any correspondence from the Local Liquor Control Commissioner or any Village personnel regarding the Pre-Application Review? ☐ Yes ☐ No

If yes, attach a copy of the correspondence to this Rider.

- 2. Location:** Attach a diagram or site plan for the special event location, including the locations of any alcoholic beverage tents, individual retail sales/tasting booths or an alcoholic beverage sales/consumption areas, the size, internal set up, fence requirements and designated security entrance and exit points for patrons and minors.

- 3. Security for Outdoor Alcoholic Beverage Tent and Alcoholic Beverage Sales/Consumption Area:** Describe the security measures to be employed in regard to the operation of the alcoholic beverage tent and/or alcoholic beverage sales/consumption area with respect to minors and adults who enter these areas:

See accompanying letter to President Rudolph Dated May 31, 2026

- 4. Music:** Are you planning to have amplified music or live music or other forms of music entertainment at an outdoor special event? ☐ Yes ☐ No

If yes, describe the sound system, the type of music (live, amplified, other) and location of the musicians and sound equipment:

See explanation of Musical entertainment in accompanying letter

- 5. Signage:** Are you planning to post any advertising signs that relate to the sale of beer, wine or other alcoholic liquor within the alcoholic beverage tent or alcoholic beverage sales/consumption area? If so, please attach copies of the proposed signs.

- 6. Number of Events:** Identify the number of special events you plan to conduct in the current calendar year, specify the dates of each event and state the name of each event.

One: SJC FAMILY FESTIVAL August 13-16, 2026

- 7. State and Village Licenses:** Attach proof of application for or receipt of all other required Village and State licenses, including a State special event liquor license or similar approval.

- 8. Insurance:** Attach an insurance certificate or binder for the required insurance coverage as required by Section 4-1-20 of the Liquor Control Ordinance.

- 9. License and Indemnification Agreement:** Attach a signed and dated License and Indemnification Agreement (Village-approved form).

- 10. Additional Municipal Services:** Identify any municipal services, such as police, fire, emergency medical services and public works personnel and services that are requested for the special event.

Three off duty uniformed police officers during peak hours for which St John of the Cross will Pay

SIGNATORY PAGE

Corporate Seal
(If applicant is corporation)

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

The undersigned, REV. DON EINAR CAMBE, first being duly sworn, under oath deposes and says that _he_ is/are the Applicant(s) for the license requested in the foregoing Application; that _he_ is/are of good repute, character and standing and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions of the Western Springs Municipal Code that govern the sale and delivery of alcoholic beverages. I further agree not to violate any of the laws of the State of Illinois, the United States of America or any of the ordinances of the Village of Western Springs in the conduct of my place of business.

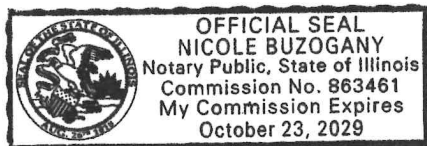
I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the Village of Western Springs or any agency of the Village to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

Rev. Don Cambe
REV. DON CAMBE

APPLICANT

Subscribed and Sworn to before me this 3 day of June, 2026



[Signature]
NOTARY PUBLIC

APPLICATION APPROVED:

Local Liquor Control Commissioner

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2025

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 have ADDITIONAL INSURED provisions or 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 Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008		CONTACT NAME: Gallagher Bassett Services, Inc. PHONE (A/C, No, Ext): 866-829-8486 FAX (A/C, No): 855-858-0904 E-MAIL: cbccerts@gbtpa.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Alternative Insurance Corp	
		INSURER B: Safety National Casualty Corporation	
		INSURER C: Underwriters at Lloyd's London (KY)	
		INSURER D: Bishops Plan Trust	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 596226839**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BP1000925R1	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ Included \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BP1000925R1	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 1,000,000		R2A2RL000000701	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	BP1000925R1 SP4067124	7/1/2025 7/1/2025	7/1/2026 7/1/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C A	Liquor Liability Liquor Liability		BP1000925R1 R2A2RL000000701	7/1/2025 7/1/2025	7/1/2026 7/1/2026	Occurrence \$1,000,000 Occurrence \$9,000,000

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

If additional insured status granted herein, coverage afforded by Endorsement 1 issued by Company A above.
St. John of the Cross Parish, 5005 Wolf Road, Western Springs, IL 60058

Proof of Liquor Liability and Dram Shop Insurance for "SJC Fest" on Thursday, August 14, 2025 through Sunday, August 17, 2025 on parish grounds.

The Village of Western Springs and its former, current and future appointed and Elected Officials, President and Trustees, Employees, Attorneys, Engineers, Agents and Volunteers are named as ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

Village of Western Springs
740 Hillgrove Avenue
Western Springs IL 60558
USA

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

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ORDINANCE NO. 26-_____

VOTE:

AYES:

NAYS:

ABSENT:

ABSTAIN:

DATE: July 13, 2026.

OTHER: None.

AN ORDINANCE APPROVING THE CREATION OF A CLASS "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO ST. JOHN OF THE CROSS PARISH AND APPROVING THE RELATED TEMPORARY USE PERMIT FOR THE 2026 FAMILY FESTIVAL EVENT SCHEDULED FOR AUGUST 13, 2026 to AUGUST 16, 2026 AT THE 5005 WOLF ROAD PROPERTY.

WHEREAS, St. John of the Cross Parish (the "Applicant") filed a liquor license application with the Village Clerk for a Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for a special event to be conducted at the 5005 Wolf Road property ("Special Event Location"); and

WHEREAS, within the Application, there is a "2026 Family Festival Event Site Plan" (a diagram that shows the proposed size, internal set-up and location of a tent for use as an "indoor alcoholic beverage sales/consumption area" and the proposed size, internal set-up and location of an "outdoor alcoholic consumption area" during the special event as well as other details regarding the location of bingo and bake sale activities, kids activities, food vendors, carnival rides, outdoor bathrooms, a smoking area, emergency vehicle lanes and on-site parking) and narrative of the Special Event (the "Application"). The outdoor alcoholic consumption area will consist of: (1) the outdoor area adjacent to the entrance of the tent that holds the indoor alcoholic beverage sales/consumption area (designated as the "Outdoor Beer and Wine Garden Area"); (2) the outdoor carnival ride area located in the on-site parking lot (designated as the "Carnival Ride Area"); and (3) the indoor alcoholic beverage sales/consumption area (designated as the "Music Hall Tent and Alcohol Sales Tent"); all as shown on the diagram included with the Application (collectively referred to as the "Alcoholic Beverage Sales/Consumption Areas" or the "Licensed Premises"). **The special event, including the retail sale and consumption of alcoholic beverages, will be conducted on Thursday, August 13, 2026 (between the hours of 5:00 P.M. and 10:30 P.M.), Friday, August 14, 2026 (between the hours of 5:00 P.M. and 12:00 A.M.), Saturday, August 15, 2026 (between the hours of 2:00 P.M. and 12:00 A.M.), and Sunday, August 16, 2026 (between the hours of 12:00 P.M. and 7:30 P.M.) (the "Special Event").** The requested alternate "Rain Dates" are: To be determined by the Local Liquor Control Commissioner. The Application and its attachments are incorporated by reference into this Ordinance; and

WHEREAS, the Applicant has contracted with carnival operator All Around Amusements, Inc. of Lockport, Illinois ("AAA") to operate the Special Event, subject to the conditions set forth in the Temporary Use Permit. AAA shall, as a condition of its operation of the Special Event, include the Village as an additional insured on its Certificates of Insurance; and

WHEREAS, because this Special Event is a repeat of the same Special Event conducted by the Applicant, without incident, since the year 2010, the Local Liquor Control Commission (the "Commission") was not required to hold a meeting in regard to the Application; and

WHEREAS, the President and Board of Trustees of the Village of Western Springs (the “Village”) make the following findings in regard to the Application and the Applicant:

- A. The Applicant is the owner of the 5005 Wolf Road property on which the Alcoholic Beverage Sales/Consumption Areas will be constructed and maintained during the Special Event;
- B. The Applicant will engage one or more restaurants, who will serve food (the “Participating Restaurants”). To participate in this Special Event, the Participating Restaurants will be required to provide written proof to the Village that they hold current licenses from the Cook County Department of Health (or other applicable governmental regulatory agency) in regard to food service to the public;
- C. The Applicant qualifies as a “Special Event Retailer” and a “qualified not-for-profit organization” as defined by Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-3 (Definitions) of the Western Springs Municipal Code;
- D. Each year, the Applicant has received a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License from the Village starting in year 2010, but does not hold any other Village Liquor Licenses;
- E. The Applicant and its representatives were found to be in compliance with all of the applicable sections of the Village’s Municipal Code, the provisions of the Illinois Liquor Control Act of 1934 and the Village’s Liquor Control Ordinance; and
- F. The Applicant is eligible to receive a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License for the purpose of allowing the retail sale, service and outdoor consumption of alcoholic beverages at the Special Event.

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 Liquor License for Issuance by Local Liquor Control Commissioner to Applicant. Pursuant to Title 4 (Liquor Control), Chapter 1 (Alcoholic Liquor), Section 4-1-9 (Classifications of Licenses), Subsection 4-1-9(I) (Class “I” License - Special Events On Property Owned Or Leased By A Not-For-Profit Organization) of the Western Springs Village Code, the President and Board of Trustees of the Village of Western Springs approve the creation of a Class “I” Liquor License for issuance by the Local Liquor Control Commissioner to St. John of the Cross Parish (the “Applicant”) for the purpose of allowing the Applicant to sell at retail and serve alcoholic beverages at the Special Event (August 13 to 16, 2026, or such other alternate dates in 2026 as determined by the Local Liquor Control Commissioner), and to sell at retail and serve alcoholic beverages as part of the Special Event, **SUBJECT TO THE CONDITIONS SET FORTH BELOW IN SECTION 2.**

SECTION 2: Conditions of Liquor License. The President and Board of Trustees of the Village of Western Springs authorize the Local Liquor Control Commissioner to issue a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License created under Section 1 of this Ordinance to the Applicant, subject to the following conditions:

- A. The representatives of St. John of the Cross Parish 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 Event and shall provide the Commissioner with information relative to its operation upon request.

B. The President and Board of Trustees of the Village of Western Springs approve the following regulations relating to the Special Event:

- (1) Approved Site Plan. The Special Event Site Plan that contains the diagram of the size, internal set up and locations of the indoor alcoholic beverage sales/consumption areas and the outdoor alcoholic beverage consumption area to be operated during the Special Event is APPROVED AS SUBMITTED.
- (2) Amendments to Approved Site Plan. The Applicant shall comply with the final Village-approved Special Event Site Plan, as amended, and all related regulations, including the **recommendations set forth in the Heather Valone Memorandum dated _____, 2026 ("Village Staff Memo")**. A copy of the Liquor License Application, which includes the approved Special Event Site Plan with related regulations, is attached hereto as **Group Exhibit "A."** After its approval by the Village Board, 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.
- (3) Approved Signage. Signage as recommended in the Village Staff Memo, or additional signage as otherwise required by the Village Manager or the Local Liquor Control Commissioner, shall be posted prior to or during the Special Event.
- (4) Safety Requirements. The Applicant, at its cost, shall also comply with any modifications to or other safety-related requirements pertaining to the Licensed Premises that are required by the Village Manager, the Village's Chief Code Officer, the Fire Inspector, the Village Engineer and/or the Local Liquor Control Commissioner from time to time for the Special Event. After the approval date of this Ordinance, any such modifications or other safety-related requirements issued by the Village Manager, the Village Engineer, the Village's Chief Code Officer, the Fire Inspector and/or the Local Liquor Control Commissioner 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.
- (5) Notice of Special Event to Residents. At least fifteen (15) calendar days prior to the Special Event, the Applicant shall provide written notice of the final Village-approved Special Event Site Plan and the hours of operation for the Special Event to the property owners who live immediately adjacent to or across from the 5005 Wolf Road property.
- (6) Special Event Hours. All sales, service and consumption of alcoholic beverages shall be limited to the Licensed Premises in accordance with the permitted hours of operation set forth in the Village's Liquor Control Ordinance for the Class "I" (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor Licenses, except

that sales and service of alcoholic beverages shall stop fifteen (15) minutes prior to the latest permitted hour of operation (also known as “last call” deadline).

- (7) Hours for Set-Up, Take-Down; Bathrooms. The hours for the set-up and take-down activities associated with the Special Event shall be: 7:00 A.M. to 11:00 P.M. for the days prior to, on and after the Special Event, except that the take-down activities conducted immediately following the conclusion of the Special Event shall cease at 12:00 A.M. The Applicant, at its cost, shall provide, set-up, take-down and remove tables, chairs, a stage, additional waste refuse containers and at least fourteen (14) portable bathrooms for the Licensed Premises for the Special Event. The Applicant’s indoor bathroom facilities shall not be open to the public during the Special Event.
- (8) Lighting; Electricity. If the Applicant desires to install temporary electric lighting for the Licensed Premises, the Director of Community Development, in his 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 Licensed Premises and not at surrounding properties. The lighting plan shall be part of the Village-approved Special Event Site Plan. The Applicant, at its cost, shall be allowed to locate and operate power generators in the Licensed Premises to supply electrical power to the Special Event.
- (9) Water Usage. Not Applicable.
- (10) Noise; Music. The noise from the operation of and patrons of the Licensed Premises shall be monitored by the Applicant so as not to become a nuisance to surrounding property owners. Live music is allowed in the Licensed Premises during the approved hours of operation, provided that the decibel level of the music is not a nuisance to surrounding property owners.
- (11) 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 Licensed Premises at all times that alcoholic beverages are being sold or served.
- (12) Compliance with Regulations of Sales and Service of Alcohol and Food. The Applicant and all of its members or agents who serve or sell alcoholic beverages at the Special Event shall comply with all of the applicable provisions of federal, state and county laws and regulations and the Western Springs Municipal Code including, without limitation, the regulations of Title 4 (Liquor Control Ordinance) as well as the regulations of a Class “I” (Special Events On Property Owned Or Leased By A Not-For-Profit Organization) Liquor License set forth at Subsection 4-1-9(l), the applicable provisions of the Illinois Liquor Control Act of 1934, including the state laws governing retail sales and service of alcoholic beverages and food, and any other conditions or regulations imposed from time-to-time by the Village Board or the Local Liquor Control Commissioner. The Applicant may sell and serve alcoholic beverages in plastic bottles or cups only within the indoor alcoholic beverage sales/consumption area.

There shall be no sales or service of alcoholic beverages within the outdoor alcoholic beverage consumption area.

- (13) BASSET/TIPS-Trained Wait Staff. Alcoholic beverages 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 alcoholic beverages only to patrons who are twenty-one (21) years old or older and who are located within the Licensed Premises.
- (14) Dram Shop Insurance. The Applicant 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 Event that covers the retail sale and service of alcoholic beverages by the Applicant.
- (15) Security - Alcoholic Beverage Sales/Consumption Areas and Festival Area. The Licensed Premises shall have designated entrance and exit points for the public. During the hours of alcoholic beverage sales, an adult employed by or working at the direction of the Applicant shall be posted at each designated entrance and exit point to check state or government issued identification of patrons and issue color wrist bands only to each patron entering the Licensed Premises who is twenty-one (21) years or older and who provides proof of age via identification. The color wrist bands shall be worn by all persons who possess and consume alcoholic beverages in the Licensed Premises. The Applicant will use its own security personnel during the Special Event. **In addition, commencing on Thursday, August 13, 2026, during the daytime, two (2) Western Springs Police Officers will patrol the Licensed Premises and Festival Area during the Special Event. During the evening, three (3) Western Springs Police Officers will patrol the Licensed Premises and Festival Area during the Special Event. During late evening and early morning hours, one (1) Western Springs Police Officer will patrol the Licensed Premises and Festival Area during the Special Event.** The Applicant shall reimburse the Village for the hourly wages and benefits (including overtime hourly rate, if applicable) for the Western Springs Police Officers who will work the Special Event.
- (16) Reimbursement of Village for Special Costs. Beyond the charges for the Western Springs Police Officers, the Village reserves the right to charge the Applicant 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 Special Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. Upon acceptance of the Class "I" 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 Event. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.

- (17) Temporary Use Permit. Pursuant to Section 10-4-5 (E) (Temporary Uses And Structures Subject To Approval By The Village Board) of the Village Code, the corporate authorities of the Village approve a Temporary Use Permit (“TUP”) for the Applicant to conduct the Special Event 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 (E) (Temporary Uses And Structures Subject To Approval By The Village Board). A copy of the fully executed TUP is attached to this Ordinance as **Exhibit “B”** and made a part hereof.
- (18) Certificates of Insurance. In order for a carnival to operate at the Special Event, the Applicant shall be responsible for ensuring that All Around Amusements, Inc., obtains the required general liability insurance policy (minimum \$2,000,000 coverage limits) plus an umbrella policy (minimum \$4,000,000 per occurrence coverage limits) and returns 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 Event. 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.
- (19) Additional Regulations. The President and Board of Trustees 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 relative to its retail sale and service of alcoholic beverages any time prior to or during the Special Event.
- (20) On-Street Parking Regulations. During the Special Event, to ensure local vehicle traffic flow and public safety vehicle access, there shall be on-street parking on only one side of each street that is immediately adjacent to the Applicant’s 5005 Wolf Road property (excluding Wolf Road) in accordance with temporary parking regulation signage that will be installed by the Village’s Department of Law Enforcement Services.
- (21) Conduct of Charitable Games, Games of Chance and Raffle. Pursuant to Section 4-1-28 (PROHIBITED TRANSACTIONS AND MISCELLANEOUS REGULATIONS FOR LICENSED PREMISES) of the Western Springs Municipal Code, the Applicant may apply to the Village and the State of Illinois to operate charitable games and any other games of chance regulated by the Illinois Raffles Act (230 ILCS 15/), the Illinois Pull Tabs and Jar Games Act (230 ILCS 20/), the Illinois Bingo License and Tax Act (230 ILCS 25/) and the Illinois Charitable Games Act (230 ILCS 30/) during the Special Event. If the required license and permit applications are filed, fees are paid and approvals are granted by the Village Board and the State of Illinois, the Applicant will be allowed to conduct charitable games, games of chance and raffles during the Special Event.

SECTION 3: 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 4: 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 Village Board Meeting thereof, held on the 13th day of July, 2026, 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 13th day of July, 2026.

Edward Tymick, Village Clerk

**ACKNOWLEDGEMENT BY LIQUOR LICENSE APPLICANT FOR
A CLASS "I" SPECIAL EVENT LIQUOR LICENSE**

I, the undersigned, on behalf of St. John of the Cross Parish (the Applicant), agree to comply with and fulfill each and every term, condition and obligation set forth above in the Ordinance granting a Class "I" Liquor License to St. John of the Cross Parish, including each of the conditions set forth in **Section 2 above**. I understand and agree that the Village has the right to charge St. John of the Cross Parish 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 Event, or to clean up and dispose of any debris, litter or waste caused by the Special Event in the case where the Applicant fails to perform its obligations under this Ordinance. By accepting the issuance of the Class "I" Liquor License, St. John of the Cross Parish 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 Event. 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 and shall not object to the payment of such costs.

**Liquor License Applicant:
St. John of the Cross Parish**

By: _____
Name: _____
Title: _____
(Authorized Representative)

Date: _____, 2026

Exhibit "A"

Liquor License Application, which includes the Special Event Site Plan, As Approved

(attached)

Draft

Exhibit “B”
Temporary Use Permit
(attached)

Draft

VILLAGE OF WESTERN SPRINGS

Temporary Use Permit for: Carnival (August 13, 2026 to August 16, 2026)
During the 2026 St. John of the Cross Parish
Family Festival

Date of Village Board Approval: July 13, 2026

Applicant/Permittee: St. John of the Cross Parish

Carnival Operator: All Around Amusements, Inc.

Location: 5005 South Wolf Road,
Western Springs, Illinois 60558

At the Village of Western Springs Regular Board Meeting held on July 13, 2026, the President and Village Trustees of the Village of Western Springs (the "Village") voted to approve and issue a Temporary Use Permit ("TUP") to St. John of the Cross Parish ("SJC") to allow SJC to operate a Carnival from August 13 to August 16, 2026 as part of SJC's 2026 Family Festival ("Family Festival"), SUBJECT TO THE CONDITIONS BELOW:

Permit for Carnival

Location: The **Permittee's Application dated May 31, 2026** and its attached Site Plan are approved by the Village under this TUP. The Narrative and its Site Plan are attached hereto as **Exhibit "A"** and made a part hereof. The Permittee and Carnival Operator shall locate, construct, maintain and operate the Carnival in accordance with the Narrative and its attached Site Plan, subject to the conditions set forth below. The Permittee shall operate its Family Festival in accordance with the Permittee's Narrative and its attached Site Plan, which are approved by the Village under this TUP. A Temporary Use Permit is required in order to conduct the Special Event. The Temporary Use regulations are set forth at Section 10-4-5 (Temporary Uses) of the Western Springs Municipal Code.

Conditions:

1. The **hours of operation** of the Carnival shall be:
 - Thursday, August 13, 2026: between the hours of five o'clock (5:00) P.M. and ten o'clock (10:00) P.M.
 - Friday, August 14, 2026: between the hours of five o'clock (5:00) P.M. and eleven-thirty o'clock (11:30) P.M.
 - Saturday, August 15, 2026: between the hours of two o'clock (2:00) P.M. and eleven-thirty o'clock (11:30) P.M.

- Sunday, August 16, 2026: between the hours of twelve o'clock (12:00) P.M. and seven o'clock (7:00) P.M.

The Carnival Operator shall commence set up of the Carnival rides, booths and equipment on Monday, August 10, 2026 and shall take down the Carnival rides, booths and equipment on Monday, August 17, 2026. All such activities shall be conducted during normal Village business hours.

2. **Access by Public:** Prior to the opening times and after the closing times listed above, the general public will not be allowed to occupy the Carnival area.
3. **Compliance with Code Regulations:** The Permittee and Carnival Operator shall locate, construct, maintain and operate the Carnival in accordance with the below-listed regulations, which are set forth in Section 10-4-5(E)(1) (Temporary Uses And Structures Subject To Approval By The Village Board; Carnivals) of the Western Springs Municipal Code:
 - A. No carnival shall be set up, run, operated or conducted within the limits of the Village unless a written permit from the Village Board has been issued, setting forth the conditions under which such carnival shall be operated. The permit shall be granted upon the condition that there shall not be set up or operated any gambling device, lottery, number or paddle wheel, number board, punchboard, or other game of chance, or any lewd, lascivious or indecent show or attraction making an indecent exposure of the person or suggesting lewdness or immorality.
 - B. The operator shall comply with the provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code (65 ILCS 5/11-54.1), as amended, and the Carnival and Amusement Rides Safety Act (430 ILCS 85), as amended, as a condition of approval of a Village permit to operate a carnival. Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act are incorporated herein by reference as if fully set forth in this section.
 - C. The general penalty provisions of this permit as well as the penalty provisions of Division 54.1 (Carnivals) of the Illinois Municipal Code and the Carnival and Amusement Rides Safety Act shall apply to any violations of this section.
 - D. Trailers and other equipment do not block driveways or other points of emergency vehicular access to any property.
 - E. Trailers and other equipment do not block a public street, alley or sidewalk.
 - F. The operation will be located entirely within the private or public property designated for the event.
4. **Noise; Music:** The noise from the operation of and patrons of the Carnival shall be monitored by the Permittee so as to not become a nuisance to surrounding property owners.

5. **On-Site Manager:** There shall be an on-site manager for the Permittee and an on-site manager for the Carnival Operator physically present at the Property during the hours of operation of the Carnival.

Other Conditions that Apply to Both the Carnival and Family Festival:

1. **Notice to Residents:** At least fifteen (15) calendar days prior to the Carnival and Family Festival, the Permittee shall provide written notice of the final Village-approved Carnival and Family Festival Site Plans and the hours of operation for the Carnival and Family Festival to the property owners who live immediately adjacent to or across from the 5005 Wolf Road property.
2. **Insurance.** During the term of this Temporary Use Permit, the Permittee and Carnival Operator agree to have the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents named as additional insureds on their insurance policies related to the activities allowed under this Temporary Use Permit, including the operation of the Carnival and Family Festival for the purposes stated herein. Permittee and Carnival Operator shall provide separate insurance policies for 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 per occurrence and \$2,000,000 general aggregate
 - B. Umbrella coverage – \$4,000,000 per occurrence
 - C. Property Damage – \$500,000 per occurrence
 - D. Workers’ Compensation – Statutory

Permittee and Carnival Operator 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.” Said certificates shall list the Village and its officers, appointed and elected officials, president and trustees, employees, attorneys, engineers, volunteers and agents as additional insureds on all required insurance policies. The insurance coverage of Permittee and Carnival Operator shall be primary to the Village’s own insurance. The Certificate shall provide for a thirty (30) calendar day written notice to the Village in the event of cancellation or material change of coverage.

3. **Safety Requirements:** After the approval of this TUP by the Village Board, the Village-approved Carnival and Family Festival 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 to or other safety-related requirements pertaining to the Village-approved Carnival and Family Festival 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 of 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 Carnival or Family Festival or to clean up and dispose of any debris, litter or waste caused by the Carnival or Family Festival, in the case where the Permittee fails to perform its obligations 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 Carnival or Family Festival. The charges for such special municipal services, if provided, will be based on the actual out-of-pocket costs incurred by the Village.
5. **Compliance with Applicable Laws and Regulations.** All of the improvements and activities at the Property shall comply with the applicable provisions of federal, state, county and local laws and regulations, including the Western Springs Municipal Code and all accessibility regulations (i.e., the ADA, Illinois Accessibility Code, etc.).

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

VILLAGE OF WESTERN SPRINGS

ST. JOHN OF THE CROSS PARISH

By: _____

By: _____

Name: Heidi Rudolph

Name: _____

Title: Village President

Title: _____

Authorized Agent

Date: _____, 2026

Date: _____, 2026

Date of Permit Issuance: _____, 2026

By: _____

Heather Valone

Director of Community Development

Exhibit "A"

Carnival and Family Festival

Application dated May 31, 2026 and its attached Site Plan

(attached)

DRAFT

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 "I" (SPECIAL EVENTS ON PROPERTY OWNED OR LEASED BY A NOT-FOR-PROFIT ORGANIZATION) LIQUOR LICENSE FOR ISSUANCE TO ST. JOHN OF THE CROSS PARISH AND APPROVING THE RELATED TEMPORARY USE PERMIT FOR THE 2026 FAMILY FESTIVAL EVENT SCHEDULED FOR AUGUST 13, 2026 TO AUGUST 16, 2026 AT THE 5005 WOLF ROAD PROPERTY

which Ordinance was passed by a roll call vote of the Board of Trustees of the Village of Western Springs at a Regular Village Board Meeting on the 13th day of July, 2026, at which meeting a quorum was present, and approved by the President of the Village of Western Springs on the 13th day of July, 2026.

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Western Springs, this 13th day of July, 2026.

[SEAL]

Edward Tymick, Village Clerk



AGENDA ITEM SUMMARY

GENERAL GOVERNMENT COMMITTEE

General Government Committee: July 8, 2026

AGENDA ITEM D.3.

To: General Government Committee

From: Casey Biernacki, Deputy Village Manager

CC: Ellen Baer, Village Manager, John Mastandona, Director of Finance

RE: Fiscal Year 2027 Budget

Recommendation

None.

Summary

The fiscal year 2027 budgeting process is beginning. Village staff will review the status of items included in the 2026 budget and begin discussions about strategic priorities and the development of the 2027 budget.

Financial Impact

A detailed report for each account related to the Village Manager's Office, Board of Trustees, and Legal will be brought to the meeting for review and discussion.

Recommended Motion

None.

Strategic Plan Alignment

- Financial Sustainability
- Organizational Development

File Attachments

None