

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 24, 2022 FOLLOWING THE COMMITTEE OF THE WHOLE MEETING, OR AT 6:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

Dial-in Phone Number: 312-626-6799

Meeting ID: 832 7362 1832

Written Public Comments Can Be Submitted By 6:15 P.M. on OCTOBER 24, 2022, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. MOTION - Motion to Allow Trustee Davi to Attend the Meeting Remotely. (PASS)
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. OFFICIAL APPOINTMENT TO RANK OF PATROL OFFICER
 - a. Alexander Strockis
7. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. Minutes - Board of Trustees Meeting October 10, 2022 (APPROVE)
 - c. Warrants \$619,692.39
 - d. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A TEMPORARY AND EXCLUSIVE EASEMENT AGREEMENT WITH 645 JOLIET LLC (ADOPT)

- e. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE UNITED STATES COAST GUARD (ADOPT)

- f. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK (PASS)

NEW BUSINESS

- 8. ORDINANCE NO. _____ - SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023 (PASS)

- 9. ORDINANCE NO. _____ - ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH ULINE, INC. FOR THE PURCHASE OF FURNITURE FOR THE VILLAGE COMMUNITY RESOURCE CENTER (PASS)

- 10. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP (ADOPT)

- 11. RESOLUTION NO. _____ - A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A FOUR (4)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FOP LABOR COUNCIL (ADOPT)

PRIOR BUSINESS

- 12. TRUSTEE REPORTS
- 13. ATTORNEY'S REPORT
- 14. CLERK'S REPORT
- 15. ADMINISTRATOR'S REPORT
- 16. MAYOR'S REPORT
- 17. EXECUTIVE SESSION
- 18. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 10, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS.

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:30 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Greg Ruffolo, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Administrator Alex Arteaga, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Clerk Christine Mardegan and Director of Municipal Services Foreman AJ Passero.

ABSENT: Chief Financial Officer Rock, Deputy Chief Lauren Kaspar and Deputy Chief Benjamin Kadolph.

A QUORUM WAS DECLARED

3. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Director Krol lead everyone in saying the Pledge of Allegiance.

4. VISITORS' BUSINESS

None presented and no written comments were received.

OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

5. OMNIBUS VOTE AGENDA:

- a. Waive Reading of Minutes (APPROVE)
- b. Minutes - Board of Trustees Meeting - September 26, 2022 (APPROVE)

- c. Minutes - Special Meeting of the Board of Trustees - Committee of the Whole September 26, 2022 (APPROVE)
- d. Warrants - \$653,025.99
- e. ORDINANCE NO. 22-O-36 AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING CERTAIN LICENSEE FEES FOR THE 2023 AND SUBSEQUENT LICENSING YEARS (PASS)
- f. SUBURBAN TREE CONSORTIUM
 - i. ORDINANCE NO. 22-O-37 - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM (PASS)
 - ii. RESOLUTION NO. 22-R-55 - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM FIVE (5)-YEAR CONTRACTUAL PROGRAM (ADOPT)

Mayor Trilla asked the Board if there were any items to be removed from Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

NEW BUSINESS

- 6. ORDINANCE NO. 22-O-38 - AN ORDINANCE AMENDING TITLE 6, ENTITLED "HEALTH CODE, NUISANCES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO CHAPTER 6, ENTITLED "WATER SERVICE" (PASS)

Administrator Halloran ask the Board to adopt the water rate ordinance. This was presented at the August 22nd Committee of the Whole meeting, having been under study since May of 2021.

This increase will be the first water increase since January 1, 2015. We have been working with Attorney Durkin and Attorney Bastian to update the title, the language, the frequency of the billing period as well as the structure. The water rate will change

to a blended rate and switch residents from a quarterly billing cycle to a monthly billing cycle effective January 1, 2023.

Trustee Neal asked that we increase our communication on this change to ensure the residents are aware of it. Assistant to the Administrator Arteaga will increase the communication of this change through Facebook and Nextdoor social media platforms. Currently staff is working on a newsletter which will be discussed at the next Committee of the Whole Meeting. The PowerPoint that was presented at the August 22, 2022 meeting will be posted on our website, Facebook and Nextdoor. The information will also be included in the water bill.

Trustee Neal asked if there will be a formal notification to the HOAs. Administrator Halloran responded yes. Trustee Neal asked if it would be in November or December. Administrator Halloran stated in early November.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to pass Ordinance 22-0-38 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

7. ORDINANCE NO. 22-0-39 AN ORDINANCE GRANTING A SPECIAL USE EXTENSION REQUEST FOR ORDINANCE NO. 21-0-25, A SPECIAL USE PERMIT FOR A FAST-FOOD ESTABLISHMENT AND DRIVE-THROUGH USE AND GRANTING CERTAIN VARIATIONS FROM THE ZONING ORDINANCE-PC 21 01: 7505 KINGERY HIGHWAY-PANDA EXPRESS (PASS)

Director Krol thanked the Mayor and shared that at the September 26, 2022 Committee of the Whole meeting, the developer provided a status update on the several outstanding items that are required prior to permit approval, including the status of Condition "O" which states that, prior to the issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA (Illinois Environmental Protection Agency) because the previous site was a gas station.

The current open items that need to be submitted prior to permit approval are:

- A copy of the Approved IDOT (Illinois Department of Transportation) ROW (Right-Of-Way) permit approval.
- Provide NOI (Notice of Intent) letter filed with the IEPA

- Provide NFR letter from the IEPA
- Draft of the plat of grant of easement (PoGoE)
- Provide a copy of the cross-access easement agreement with Red Roof Inn signed by both parties once it has been recorded.

The project developer stated they are in the final stages of receiving approval for all open-ended items and request a twelve (12) month Special Use extension. It is the staff's recommendation that a six (6) month special use extension be granted by passage of this ordinance, moving the deadline to May 10, 2023, which is exactly two years after the initial Village Board of Trustees approval. Per the applicant and architect, they were close to meeting these approvals. The Village staff thinks this extension should be enough time.

Valentino Mancini, studio manager from Norr, indicated that although his client prefers the 12-month extension, they will accept the six-month extension.

Administrator Halloran added that staff felt one reason that six months seemed fair, was because they are close. On May 10th it will be two years from the original permit application. An additional 6-month extension could be requested, if needed.

MOTION: Made by Trustee Davi and seconded by Trustee Ruffolo to pass Ordinance 22-0-39 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal, and Ruffolo. NAYS: None. ABSENT: NONE.

MOTION DECLARED CARRIED

PRIOR BUSINESS

8. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo mentioned that he received a call about the trucks parked in the Kerry Piper lot. He then went out to check out the situation and noticed three large trucks on the property. There were also two trucks at 75th and Route 83. He called the Chief and asked him to look into it.

Chief Schaller reported the trucks parking at the future Panda Express site belonged to a resident that was staying at the Red

Roof Inn. The police department cited or ticketed the truck. The other subject moved the vehicle. We contacted the owner of Kerry Piper to make them aware of the situation and remove the trucks that were located on Compass property. We are working with the owners to ensure compliance.

Trustee Davi asked what is the issue? Do they need the space? Chief Schaller responded that, while Kerry Piper is under construction, the owner of Kerry Piper/Compass Trucking is using that as a storage facility.

Mayor Trilla commented that they are not zoned for that. Trustee Berglund agreed with the Mayor and said they are always parking there.

Trustee Mistele congratulated the Mayor and his family for the Noelle Award from the Nation Kidney Association.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

9. ATTORNEY'S REPORT

Attorney Durkin had no report but reminded the Board that there is an executive session this evening.

10. CLERK'S REPORT

Clerk Hahn had no report.

11. ADMINISTRATOR'S REPORT

Administrator Halloran updated the Board on the Rodgers Farm and 67th Street projects; these are expected to be completed in the next two weeks.

He also reminded the Board that the Pumpkin Flotilla event is at Willow Pond this Friday, from 5:30 PM to 7:00 PM.

The Ridgemoor Park project will be completed closer to November 18th due to the continued delay in the delivery of the pavilion due to unexpected supply chain issues experienced by the supplier. There will be an official grand opening once it is completed.

Lastly, there will be an official tree planting ceremony at Borse Park on Wednesday. Christopher Burke notified us that they will be

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donating two (2) trees. We will send an email to the Trustees with the details.

12. MAYOR'S REPORT

Mayor Trilla had no report.

13. EXECUTIVE SESSION

The setting of a price for sale or lease of property owned by the public body authorized by 5 ILCS 120/2(c)(6).

MOTION: Made by Trustee Ruffolo and seconded by Trustee Mistele to adjourn the Regular Meeting and recess to closed session at the hour of 6:45 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, Neal and Ruffolo. NAYS: None. ABSENT: None.

MOTION DECLARED CARRIED

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 24, 2022

GENERAL CORPORATE FUND	-----	\$158,159.59
WATER FUND	-----	\$212,971.43
CAPITAL PROJECT FUND	-----	247,843.58
RT 83/PLAINFIELD RD BUSINESS DIST TAX	-----	\$717.79
 TOTAL WARRANTS	-----	 \$619,692.39

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/17/2022		APCH	99315	ILLINOIS LIQUOR CONTROL COMMISSI	SPECIAL EVENTS	585-523	20	25.00
10/24/2022		APCH	284 (E) #	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	455-301	10	7.39
					OFFICE SUPPLIES	610-301	25	183.95
					POSTAGE & METER RENT	630-311	30	49.99
					OPERATING EQUIPMENT	630-401	30	2,230.94
					CHECK APCHK 284(E) TOTAL FOR FUND 01:			2,472.27
10/24/2022		APCH	286 (E) *#	GOVERNMENT INSURANCE NETWORK	EMP DED PAY- INSURANCE	210-204	00	14,654.08
					LIFE INSURANCE - ELECTED OFFICIALS	410-141	05	76.30
					LIFE INSURANCE - COMMISSIONERS	435-148	07	28.00
					HEALTH/DENTAL/LIFE INSURANCE	455-141	10	7,884.92
					LIFE INSURANCE - PLAN COMMISSION	510-340	15	93.10
					HEALTH/DENTAL/LIFE INSURANCE	550-141	20	785.80
					HEALTH/DENTAL/LIFE INSURANCE	630-141	30	31,264.53
					HEALTH/DENTAL/LIFE INSURANCE	710-141	35	2,673.00
					HEALTH/DENTAL/LIFE INSURANCE	810-141	40	4,536.74
					CHECK APCHK 286(E) TOTAL FOR FUND 01:			61,996.47
10/24/2022		APCH	99317#	ACCESS ONE, INC.	INTERNET/WEBSITE HOSTING	460-225	10	1,475.02
					INTERNET/WEBSITE HOSTING	460-225	10	103.85
					INTERNET/WEBSITE HOSTING	640-225	30	2,587.17
					INTERNET/WEBSITE HOSTING	715-225	35	104.03
					INTERNET/WEBSITE HOSTING	715-225	35	103.85
					INTERNET/WEBSITE HOSTING	715-225	35	103.85
					INTERNET/WEBSITE HOSTING	715-225	35	103.85
					CHECK APCHK 99317 TOTAL FOR FUND 01:			4,581.62
10/24/2022		APCH	99320	ASPEN AUTO BODY INC.	MAINTENANCE - VEHICLES	630-409	30	1,404.25
10/24/2022		APCH	99321	AT & T MOBILITY II LLC	PHONE - TELEPHONES	455-201	10	247.90
10/24/2022		APCH	99322	BILL KAY CHEVROLET	MAINTENANCE - VEHICLES	630-409	30	16.14
10/24/2022		APCH	99324*#	BRIGHTER ELECTRIC	MAINTENANCE - BUILDING	466-228	10	960.00
10/24/2022		APCH	99325	BUTTREY RENTAL SERVICE, INC.	EQUIPMENT RENTAL	750-290	35	508.40
10/24/2022		APCH	99326	CHRISTOPHER B. BURKE	ENGINEERING SERVICES	820-262	40	1,482.00
					ENGINEERING SERVICES	820-262	40	179.00
					ENGINEERING SERVICES	820-262	40	716.00
					ENGINEERING SERVICES	820-262	40	358.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
					ENGINEERING SERVICES	820-262	40	626.50
					ENGINEERING SERVICES	820-262	40	447.50
					CHECK APCHK 99326 TOTAL FOR FUND 01:			3,809.00
10/24/2022	APCH	99327	CITY WIDE OF ILLINOIS		MAINTENANCE - BUILDING	466-228	10	1,891.18
					MAINTENANCE - BUILDING	466-228	10	45.69
					CHECK APCHK 99327 TOTAL FOR FUND 01:			1,936.87
10/24/2022	APCH	99328	CODE ENFORCEMENT REPRESENTATIVES		CODE ENFORCE INSPECTION	830-119	40	632.25
10/24/2022	APCH	99329	COMED		ENERGY - STREET LIGHTS	745-207	35	28.04
					ENERGY - STREET LIGHTS	745-207	35	15.27
					ENERGY - STREET LIGHTS	745-207	35	24.56
					ENERGY - STREET LIGHTS	745-207	35	405.86
					CHECK APCHK 99329 TOTAL FOR FUND 01:			473.73
10/24/2022	APCH	99334*#	HOME DEPOT CREDIT SERVICES		MAINTENANCE - BUILDING	466-228	10	33.96
					MAINTENANCE - BUILDING	466-228	10	9.22
					MAINTENANCE - BUILDING	466-228	10	37.67
					MAINTENANCE - BUILDING	466-228	10	7.66
					MAINTENANCE - BUILDING	466-228	10	32.16
					STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	899.16
					STREET IMPROVEMENTS	765-685	35	268.44
					STREET IMPROVEMENTS	765-685	35	59.85
					STREET IMPROVEMENTS	765-685	35	47.88
					CHECK APCHK 99334 TOTAL FOR FUND 01:			1,396.00
10/24/2022	APCH	99335	HOUSEAL LAVIGNE ASSOCIATES LLC		CONSULTING	455-306	10	2,395.00
10/24/2022	APCH	99336	ILLINOIS NOTARY "DISCOUNT" BONDI		FEES/DUES/SUBSCRIPTIONS	455-307	10	13.00
10/24/2022	APCH	99337	ILLINOIS TOLLWAY		FEES/DUES/SUBSCRIPTIONS	710-307	35	25.45
10/24/2022	APCH	99338	INDUSTRIAL ELECTRICAL SUPPLY		MAINTENANCE - BUILDING	466-228	10	1.88
10/24/2022	APCH	99339	INDUSTRIAL ORGANIZATIONAL SOLUTI		EXAMS - WRITTEN	440-542	07	1,650.00
10/24/2022	APCH	99340	IRMA		INSURANCE - IRMA	480-272	10	2,172.62
10/24/2022	APCH	99341	John Jurinek		BROW21-012 - PB21-500	210-109	00	3,000.00
10/24/2022	APCH	99343	KONICA MINOLTA BUSINESS SOLUTION		COPY SERVICE	630-315	30	966.03
					COPY SERVICE	630-315	30	65.12

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND					CHECK APCHK 99343 TOTAL FOR FUND 01:			1,031.15
10/24/2022	APCH	99344	LAURIE SCHMITZ		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	35.37
10/24/2022	APCH	99345*#	LAUTERBACH & AMEN LLP		FINANCIAL SERVICES	620-252	25	12,060.00
10/24/2022	APCH	99346	LOGSDON OFFICE SUPPLY		OFFICE SUPPLIES	455-301	10	227.76
10/24/2022	APCH	99347	LORI RINELLA		SCHOOLS/CONFERENCES/TRAVEL	630-304	30	33.62
10/24/2022	APCH	99348	NICHOLAS VOKEK		UNIFORMS	630-345	30	404.96
10/24/2022	APCH	99349	NJ RYAN TREE & LANDSCAPE LLC		BRUSH PICKUP	755-284	35	17,160.00
10/24/2022	APCH	99350	NOVOTNY ENGINEERING		ENGINEERING SERVICES	820-262	40	250.00
10/24/2022	APCH	99351	OCCUPATIONAL HEALTH CENTERS		PERSONNEL RECRUITMENT	455-131	10	342.00
10/24/2022	APCH	99352	ORBIS SOLUTIONS		CONSULTING SERVICES - IT	460-306	10	330.00
					CONSULTING SERVICES - IT	460-306	10	1,850.00
					CONSULTING SERVICES - IT	460-306	10	3,200.00
					CONSULTING SERVICES - IT	460-306	10	6,669.67
					CONSULTING SERVICES - IT	460-306	10	3,484.00
					CONSULTING SERVICES - IT	460-306	10	6,679.67
					CONSULTING SERVICES - IT	460-306	10	776.00
CHECK APCHK 99352 TOTAL FOR FUND 01:								22,989.34
10/24/2022	APCH	99353	ORIENTAL TRADING		COMMODITIES	670-331	30	20.89
10/24/2022	APCH	99355	POWERDMS INC		FEES/DUES/SUBSCRIPTIONS	630-307	30	1,643.25
10/24/2022	APCH	99356	RAGS ELECTRIC, INC		MAINTENANCE	725-410	35	506.50
10/24/2022	APCH	99357	RAY O'HERRON CO., INC.		OPERATING EQUIPMENT	630-401	30	307.39
					OPERATING EQUIPMENT	630-401	30	909.58
CHECK APCHK 99357 TOTAL FOR FUND 01:								1,216.97
10/24/2022	APCH	99358	SAFE BUILT, LLC		BUILDING, PLAN REVIEW & INSPI. SERVICE	820-260	40	3,286.10
					BUILDING, PLAN REVIEW & INSPI. SERVICE	820-260	40	1,150.00
					CHECK APCHK 99358 TOTAL FOR FUND 01:			4,436.10
10/24/2022	APCH	99359#	SATELLITE PHONE STORE		PHONE - TELEPHONES	455-201	10	68.39
					PHONE - TELEPHONES	630-201	30	68.39
					CHECK APCHK 99359 TOTAL FOR FUND 01:			136.78

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND								
10/24/2022		APCH	99360	SCHWEIZER EMBLEM COMPANY	OPERATING EQUIPMENT	630-401	30	165.95
10/24/2022		APCH	99361	SECRETARY OF STATE	MAINTENANCE - VEHICLES	630-409	30	624.00
10/24/2022		APCH	99362	STONE WHEEL, INC.	MAINTENANCE - BUILDING	630-228	30	3.60
10/24/2022		APCH	99365	THOMPSON ELEV. INSPECT. SERVICE	ELEVATOR INSPECTION	830-117	40	129.00
10/24/2022		APCH	99366	TK ELEVATOR CORPORATION	MAINTENANCE - BUILDING	466-228	10	3,923.94
10/24/2022		APCH	99367	TOOLS PLUS INDUSTRIES LLC	OPERATING SUPPLIES & EQUIPMENT	710-401	35	465.56
10/24/2022		APCH	99369	WEST CENTRAL MUNICIPAL CONF.	FEES/DUES/SUBSCRIPTIONS	710-307	35	575.00
10/24/2022		APCH	99370	WLBK BURR RIDGE CHAMBER OF COM	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	60.00
Total for fund 01 GENERAL FUND								158,159.59

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
10/24/2022		APCH	285(E)	DUPAGE WATER COMMISSION	PURCHASE OF WATER	420-575	50	147,018.76
10/24/2022		APCH	286 (E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	401-141	50	1,478.38
					HEALTH/DENTAL/LIFE INSURANCE	401-141	50	3,267.29
					CHECK APCHK 286(E) TOTAL FOR FUND 02:			4,745.67
10/24/2022		APCH	99316	A&W TRAILER LLC	VEHICLE MAINTENANCE	401-350	50	20.00
10/24/2022		APCH	99318	ACI PAYMENTS, INC	FEES DUES SUBSCRIPTIONS	401-307	50	62.22
10/24/2022		APCH	99319	ARAMARK UNIFORMS SERVICES	UNIFORMS	401-315	50	40.98
					UNIFORMS	401-315	50	40.98
					UNIFORMS	401-315	50	44.98
					UNIFORMS	401-315	50	44.98
					CHECK APCHK 99319 TOTAL FOR FUND 02:			171.92
10/24/2022		APCH	99323	BLACK GOLD SEPTIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	425.00
10/24/2022		APCH	99324*#	BRIGHTER ELECTRIC	WELLHOUSE REPAIRS & MAIN - WB EXEC PL	425-474	50	285.00
10/24/2022		APCH	99330	COMMERCIAL TIRE SERVICE, INC	VEHICLE MAINTENANCE	401-350	50	289.74
10/24/2022		APCH	99332	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
					SPOILS HAULING SERVICES	430-280	50	4,800.00
					SPOILS HAULING SERVICES	430-280	50	4,800.00
					SPOILS HAULING SERVICES	430-280	50	3,700.00
					SPOILS HAULING SERVICES	430-280	50	3,700.00
					STREET IMPROVEMENTS SERVICES	430-281	50	4,500.00
					STREET IMPROVEMENTS SERVICES	430-281	50	5,200.00
					CHECK APCHK 99332 TOTAL FOR FUND 02:			36,300.00
10/24/2022		APCH	99333	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,376.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	3,030.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,905.00
					WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,600.00
					CHECK APCHK 99333 TOTAL FOR FUND 02:			13,911.00
10/24/2022		APCH	99334*#	HOME DEPOT CREDIT SERVICES	VEHICLE MAINTENANCE	401-350	50	286.81
					VEHICLE MAINTENANCE	401-350	50	194.67
					MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	422.00

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND								
					OPERATING EQUIPMENT	430-401	50	87.97
					CHECK APCHK 99334 TOTAL FOR FUND 02:			991.45
10/24/2022	APCH	99345*#	LAUTERBACH & AMEN LLP		FINANCIALS SERVICES	401-309	50	8,040.00
10/24/2022	APCH	99354	PACE ANALYTICAL SERVICES, LCC		SAMPLING ANALYSIS	420-362	50	43.71
10/24/2022	APCH	99363	SUBURBAN DOOR CHECK & LOCK SERVI		OFFICE SUPPLIES	401-301	50	30.00
					OFFICE SUPPLIES	401-301	50	32.16
					CHECK APCHK 99363 TOTAL FOR FUND 02:			62.16
10/24/2022	APCH	99364	TAMELING INDUSTRIES		MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	604.80
					Total for fund 02 WATER FUND			212,971.43

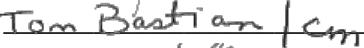
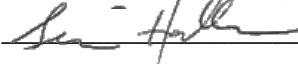
Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND								
10/24/2022		APCH	99331	E.P. DOYLE & SON, LLC	COMMUNITY CENTER CONSTRUCTION	600-326	55	240,910.58
10/24/2022		APCH	99368	WELCH BROS., INC	RESURFACING	600-313	55	2,142.00
					RESURFACING	600-313	55	1,470.00
					RESURFACING	600-313	55	3,321.00
					CHECK APCHK 99368 TOTAL FOR FUND 10:			6,933.00
					Total for fund 10 CAPITAL PROJECT FUND			247,843.58

Check	Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 15 RT 83/PLAINFIELD RD BUSINESS DISTRCT TAX								
10/24/2022		APCH	286 (E)*#	GOVERNMENT INSURANCE NETWORK	HEALTH/DENTAL/LIFE INSURANCE	455-141	15	492.79
10/24/2022		APCH	99342	KANE, MCKENNA & ASSOCIATES, INC.	LEGAL FEES	401-242	15	225.00
					Total for fund 15 RT 83/PLAINFIELD RD BUSINESS			717.79
					TOTAL - ALL FUNDS			619,692.39

'*' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#' - INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY	
ITEM TITLE: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND ACCEPTANCE OF A TEMPORARY AND EXCLUSIVE EASEMENT AGREEMENT WITH 645 JOLIET LLC	AGENDA NO. 7.d. AGENDA DATE: 10/24/2022
STAFF REVIEW: Sean Halloran, Village Administrator	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)	
In celebration of the 100 th anniversary of Route 66, the State of Illinois via the Department of Commerce and Economic Opportunity (DCEO) grant, approved funds for the fabrication and delivery of a Route 66 historic sign.	
Resolution 22-R-38 was approved by the Village Board on July 25, 2022, for an agreement between the Village of Willowbrook and the Heritage Corridor Convention and Visitors' Bureau, which serves numerous cities and counties southwest of Chicago. DCEO chose this entity to administer the grant, financing the construction, and delivery of the Route 66 signage.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)	
Staff is of the opinion that the most appropriate location would be at the Dell Rhea's Chicken Basket, on Route 66 located at 645 Joliet Rd. The Village has been in discussions with the owner about the sign location and opportunity and is in full support. The easement agreement would allow the Village of Willowbrook to access the subject property, 645 Joliet Road, Dell Rhea's Chicken Basket, to install, construct, maintain, and repair the sign as needed.	
As a part of the monument sign installation, the Village would be obligated to provide a minimum of a 4-foot concrete pad for the foundation, built to the manufacturer's specifications.	
The maintenance and repair agreement would end November 30, 2026.	
ACTION PROPOSED: Adopt the Resolution	

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND
ACCEPTANCE OF A TEMPORARY AND EXCLUSIVE EASEMENT AGREEMENT
WITH 645 JOLIET LLC**

WHEREAS, on July 25, 2022, the Village of Willowbrook (the “Village”) entered into an agreement with the Heritage Corridor Convention and Visitors’ Bureau (“Heritage”) in which, as part of the 100th anniversary celebration of Route 66, the Village received a Route 66 Historic Sign (“Route 66 Sign”) from Heritage, and as part of the agreement, the Village agreed to install the Route 66 Sign within the Village and maintain the Route 66 Sign through the Route 66 Centennial in 2026;

WHEREAS, 645 Joliet LLC (the Grantor), operating as Dell Rhea’s Chicken Basket, located on Route 66, owns the property commonly known as 645 Joliet Road, Willowbrook, Illinois (“Grantor Parcel”); and

WHEREAS, the Village intends to construct, install and maintain the Route 66 sign on a portion of the Grantor Parcel (“Easement Parcel”); and

WHEREAS, the Grantor desires to grant to the Village a certain easement (the “Easement”) on, over and across the Easement Parcel, pursuant to and as more particularly described under the Grant of Temporary Exclusive Easement (“Easement Agreement”), attached hereto and made a part hereof as Exhibit “A”, in favor of the Village, for the construction, installation and maintenance of the Route 66 Sign, in accordance with the terms and conditions thereof ; and

WHEREAS, the Mayor and Board of Trustees of the Village of Willowbrook deem it desirable and in the best interest of the Village to approve, authorize and accept entering into an Easement Agreement with Grantor for the purpose of the construction, installation, and maintenance of the Route 66 Sign through the Centennial in 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village accept, enter into and approve the Easement Agreement for the Easement with Grantor, for the purpose of the construction, installation, and maintenance of the Route 66 Sign on, over and across the Easement Parcel, as described in the Easement Agreement.

SECTION 3. The corporate authorities hereby approve that certain Easement Agreement with Grantor, 645 Joliet LLC, a copy of which is attached hereto and marked as Exhibit "A".

SECTION 4. The Mayor is hereby authorized and directed to execute, and the Village Clerk is authorized to attest, on behalf of the Village of Willowbrook, the Easement Agreement with Grantor, 645 Joliet LLC, attached hereto and marked as Exhibit "A",

PASSED and APPROVED this 24th day of October 24, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

Grant of Temporary Exclusive Easement

This Instrument Prepared by
and Return to:

Michael R. Durkin
Storino, Ramello & Durkin
9501 West Devon Avenue
Suite 800
Rosemont, Illinois 60018

For Recorder's Use Only

GRANT OF TEMPORARY EXCLUSIVE EASEMENT

645 JOLIET LLC, hereinafter referred to as "Grantor," fee simple owner of the property described on Exhibit A, attached hereto and made a part hereof ("Subject Property"), for and in consideration of the sum of One and no/100 (\$1.00) Dollar, and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby convey and grant to the **VILLAGE OF WILLOWBROOK**, hereinafter referred to as "Grantee," the following: A temporary exclusive easement within those particular areas that are expressly legally described and designated as "Route 66 Sign Easement" on the Easement Exhibit attached hereto as Exhibit B, and made a part hereof, for the purposes of accessing, installing, constructing, renewing, maintaining, and reconstructing a national roadway and/or municipal identification and/or information sign with electric service thereto ("Route 66 Sign"), subject, however, to the terms and conditions set forth in this agreement, and Grantor also grants to Grantee the right to cut, trim or remove trees, bushes and fences, turf and topsoil, as may be reasonably required, incident to the rights herein granted. No permanent buildings shall be placed on the Route 66 Sign Easement by either party.

This Grant of Temporary Exclusive Easement shall be in effect and commence beginning on the date of execution of this Grant (the "Easement Commencement Date") by Grantor and shall remain in effect only for a period extending from the Easement Commencement Date to November 30, 2026 (the "Easement Period").

Prior to construction, Grantee shall submit its construction plans to Grantor for review and approval prior to commencing any work on the Route 66 Sign Easement, shall provide notice to Grantor prior to commencing approved work, and shall thereafter coordinate access to the Easement Area and the execution of all such work with Grantor. Grantee will cause all work performed by Grantee on the Route 66 Sign Easement to be done carefully so as to cause as little damage as possible to the premises of the Grantor, and that it will cause said Route 66 Sign Easement and surrounding areas to be restored as nearly as possible to their original condition, except for the Route 66 Sign, after the completion of construction performed by the Grantee.

Grantee will save, protect, defend and keep harmless the Grantor from any liens of any kind for either work or materials used or employed in all work performed by

Grantee on said Route 66 Sign Easement and/or Subject Property during the Easement Period.

Grantee agrees that it will save, protect, defend and hold Grantor harmless for any and all claims resulting from Grantee's activities arising out of or related to this grant of Route 66 Sign Easement during the Easement Period, and Grantee will provide Grantor with a Certificate of Insurance, initially and upon demand, thereafter demonstrating that Grantee has comprehensive public liability insurance in an amount not less than one million dollars (\$1,000,000) per person for injuries or death arising out of the use of the Route 66 Sign Easement during the Easement Period, and Grantor is insured as an additional party insured.

When construction work performed by Grantee is finished, it will cause all unused materials, machinery, equipment, or debris to be removed from the Easement Area.

During the Easement Period, Grantee, at its sole cost, shall be solely responsible for the maintenance and repair of the Route 66 Sign, and the Easement Area, and any and all costs and expenses relating to or arising out of the operation, maintenance, and repair of the Route 66 Sign.

Grantee will compensate Grantor for any and all damages to the Subject Property, which damage may be caused by or may be the result of any construction, maintenance, repair work performed by or on behalf of the Grantee under this Grant of Easement during the Easement Period, or access in connection therewith, and for damage or injury to the general public or to any individual, whether or not employed on such work, if such damage or injury arises out of or relates to said construction, maintenance and repair work or access in connection therewith during the Easement Period.

Notwithstanding the foregoing or anything to the contrary contained herein, Grantor hereby reserves the right to use all or a portion of the Easement Area in any manner not inconsistent with the rights granted herein, provided that no buildings, improvements, structures or landscaping shall be constructed in, on, above, through or within the Route 66 Sign Easement, except as may be approved by Grantee.

Nothing contained herein shall be deemed to be a gift of any portion of the Subject Property to the general public or any public use or purposes whatsoever, it being the intention of the parties to this Grant of Easement that it be for the exclusive benefit of the parties expressly specified herein, and that nothing in this Grant of Easement, expressed or implied, shall be construed to confer or create any rights, benefits, privileges, claims, actions, or remedies in or for the benefit of any other person, any governmental body or agency, or the general public, other than the parties expressly specified herein and their successors and assigns.

The terms of this agreement are covenants running with the Subject Property, during the Easement Period, and shall inure to the benefit of, and be binding upon, the

parties hereto and their respective successors and assigns, including all owners of all or any portion of, or interest in, any of the property covered hereby.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hand and seal this _____ day of _____, 2022.

645 JOLIET LLC


By: Anne Lombardi,
President and duly authorized Manager

Attest:

Its: _____

VILLAGE OF WILLOWBROOK

By: _____
Frank A. Trilla, Mayor

Attest:

Deborah A. Hahn, Village Clerk

EXHIBIT A
SUBJECT PROPERTY LEGAL DESCRIPTION

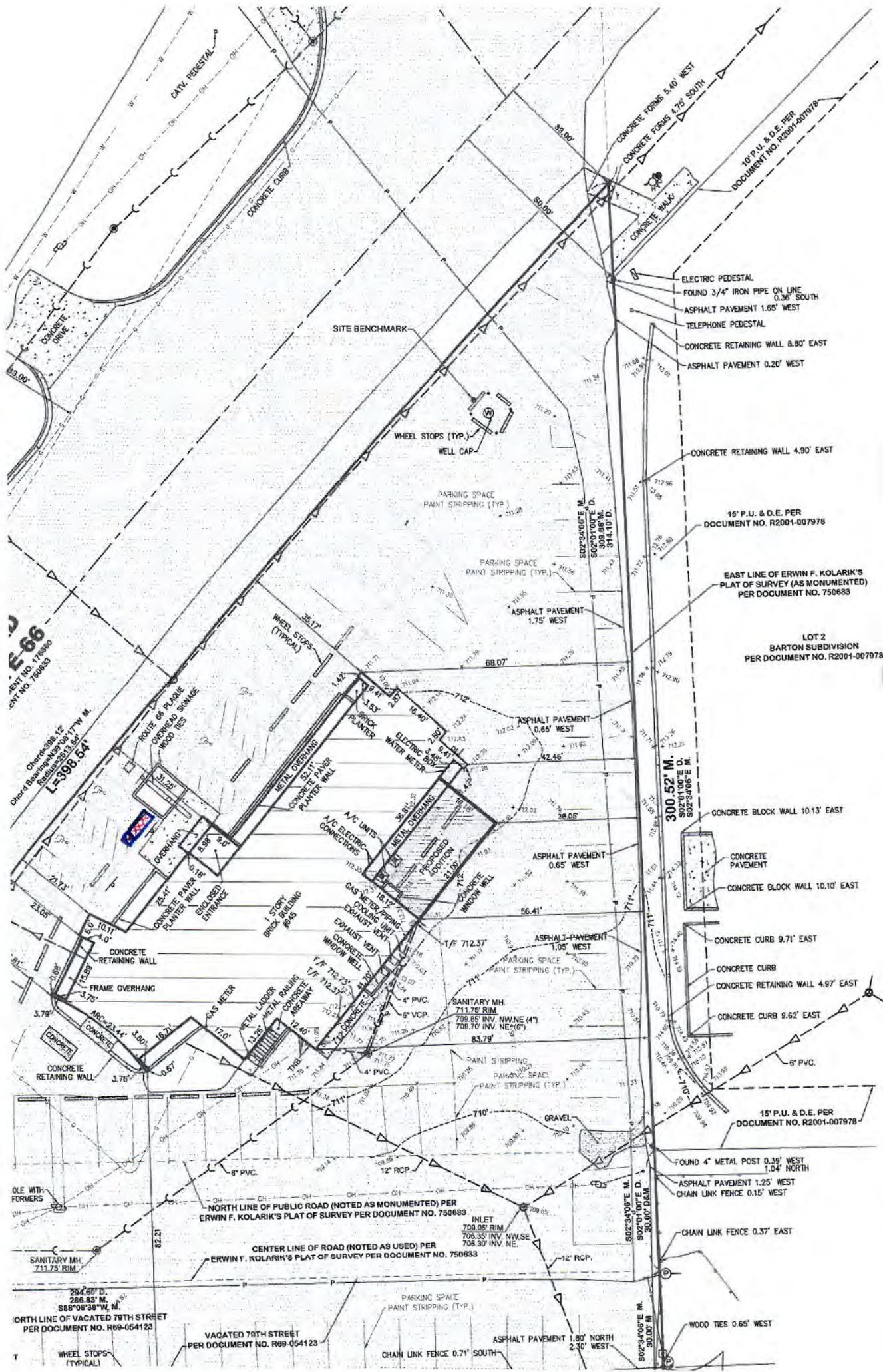
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER LINE OF CHICAGO-JOLIET ROAD AT ITS INTERSECTION WITH THE CENTER LINE OF PUBLIC HIGHWAY ON THE SOUTH SIDE OF SAID SOUTHEAST QUARTER; THENCE NORTH 34 DEGREES, 10 MINUTES EAST, 420.1 FEET ALONG THE CENTER LINE OF SAID CHICAGO-JOLIET ROAD, 53.9 FEET; THENCE SOUTH 2 DEGREES, 1 MINUTES EAST 33.1 FEET TO AN IRON STAKE IN THE FENCE LINE OF THE SOUTH SIDE OF SAID CHICAGO-JOLIET ROAD; THENCE CONTINUING SOUTH 2 DEGREES, 1 MINUTES EAST 314.1 FEET TO AN IRON STAKE IN FENCE LINE ON THE NORTH SIDE OF PUBLIC HIGHWAY ON THE SOUTH SIDE OF SAID SOUTHEAST QUARTER; THENCE CONTINUING SOUTH 2 DEGREES, 1 MINUTES EAST 30 FEET TO THE CENTER OF SAID PUBLIC HIGHWAY; THENCE WEST ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY 294.6 FEET TO THE PLACE OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

Property Tax Identification Number: 09-26-401-001-0000
Commonly known as: 645 Joliet Rd., Willowbrook, Illinois 60527

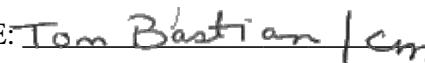
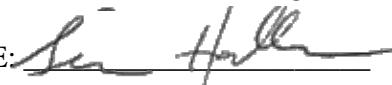
EXHIBIT B

Route 66 SIGN EASEMENT

**(INSERT PLAT OF EASEMENT WITH THOSE PARTICULAR AREAS EXPRESSLY LEGALLY DESCRIBED
AND DESIGNATED AS ROUTE 66 SIGN EASEMENT – PREPARED BY LICENSED SURVEYOR**



VILLAGE OF WILLOWBROOK

VILLAGE BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY	
ITEM TITLE: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE UNITED STATES COAST GUARD	AGENDA NO. 7.e. AGENDA DATE: 10/24/22
STAFF REVIEW: Robert Schaller, Chief of Police	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator	SIGNATURE: 
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)	
For the past several years, the Village of Willowbrook has been home to the United States Coast Guard Marine Services Unit Chicago (USCG MSU) division. The United States Coast Guard is the lead federal maritime law enforcement agency and the Willowbrook location is the reporting location for several local Coast Guard officers.	
As active shooter/active threat incidents become an increasingly concerning topic nationwide, it is imperative that Willowbrook establishes good working partnerships with other agencies within the Village's jurisdiction including Federal Law Enforcement Agencies. An important part of establishing these partnerships includes training alongside officers and other employees of those agencies.	
The purpose of this Memorandum of Understanding (MOU) is to allow the Willowbrook Police Department access to the United States Coast Guard facility to provide law enforcement capabilities including investigations, training, rapid deployment response, and any other necessary duties.	
ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)	
The purpose of this MOU is to set forth the terms by which the Willowbrook Police Department will provide law enforcement capabilities to MSU Chicago. This MOU is designed to meet the USCG policy issued for Active Shooter/Active Threat (AS/AT) preparedness and response for internal security at installations and to continue the long-standing spirit of cooperation developed between the USCG and the Willowbrook Police Department.	
USCG will allow Willowbrook Police Department personnel to enter MSU Chicago property as needed to provide law enforcement capabilities.	
The Willowbrook Police Department will perform regular police functions to include criminal investigations and/or criminal activity occurring on the MSU Chicago property.	
This MOU has no financial impact on, nor financial obligation to, the Village of Willowbrook.	
ACTION PROPOSED: Adopt the resolution	

RESOLUTION NO. 22-R-_____

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE
VILLAGE OF WILLOWBROOK AND THE UNITED STATES COAST GUARD**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that certain Memorandum of Understanding and Agreement (“MOU”) by and between the Village of Willowbrook and the United States Coast Guard, be and is hereby approved in substantially the same form as attached hereto as Exhibit “A”, and made a part hereof.

BE IT FURTHER RESOLVED that the Deputy Police Chief Lauren Kaspar be and is hereby authorized and directed to execute said MOU, on behalf of the Village of Willowbrook.

This resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED and APPROVED this 24th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES COAST GUARD
AND
THE VILLAGE OF WILLOWBROOK**

WHEREAS, the Village of Willowbrook (the “Village”) is a home rule unit of government as defined by Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village is authorized, pursuant to the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the sufficiency of which is duly acknowledged by the Parties, the Parties hereto agree as follows:

1. **PARTIES.** The Parties to this Memorandum of understanding (“MOU”) are the United States Coast Guard (“USCG”) Marine Safety Unit Chicago (“MSU Chicago”) and the Village of Willowbrook, a unit of local government (“Village”), and the Village of Willowbrook Police Department (“WPD”).
2. **AUTHORITY.** This MOU is authorized under the provisions of 14 U.S.C. ¶ 701, which permits USCG to cooperate with other agencies.
3. **PURPOSE.** The purpose of this MOU is set forth the terms to which the WPD will provide law enforcement capabilities to MSU Chicago. This MOU is designated to meet the USCG policy issued for Active Shooter/Active Threat (AS/AT) preparedness and response for internal security at installations and to continue the long-standing spirit of cooperation developed between the USCG and WPD.
4. **RESPONSIBILITIES:**

Coast Guard.

- a. Allow Village personnel to enter MSU Chicago property, as needed, to provide law enforcement capabilities.

Willowbrook Police Department.

- a. Perform regular police functions to include criminal investigations and/or criminal activity occurring on the MSU Chicago property.

5. **POINTS OF CONTACT.**

Coast Guard:

Commander T.S. Tilghman
MSU Chicago
555 Plainfield Road, Suite A
Willowbrook, IL 60527
(630) 986-2155

Village of Willowbrook:

Deputy Chief Lauren Kaspar
Willowbrook Police Department
7760 Quincy Street
Willowbrook, IL 60527
(630) 920-2249

6. **CONFLICT OF LAW.** Nothing in this MOU is intended to conflict with current law, regulations, or directives of the USCG or the Department of Homeland Security. If a term of this MOI is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.
7. **EFFECTIVE DATE.** The terms of this MOU will become effective upon the date of final signature.
8. **MODIFICATION.** This MOU may only be modified upon the mutual written consent of the Parties.
9. This MOU contains the entire agreement of the Parties.
10. **TERMINATION.** The terms of this MOU, as modified with the consent of both Parties, will remain in effect until termination upon agreement of the Parties. This MOU may be extended by mutual written agreement of the Parties. Either Party may terminate this MOU upon 30 days' written notice to the other Party at the address set forth in paragraph 5 above.

APPROVED:

T.S. Tilghman
Commander, U.S. Coast Guard
Officer in Charge, Marine Inspection
By Direction

Date: _____, 2022.

VILLAGE OF WILLOWBROOK

By: Deputy Chief Lauren Kaspar
Village of Willowbrook,
its duly authorized agent

Date: _____, 2022.

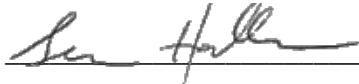
VILLAGE OF WILLOWBROOK

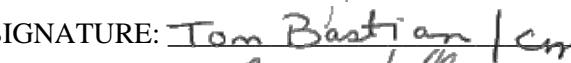
BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK
DECLARING AND AUTHORIZING THE SALE, DISPOSAL OR
TRADE-IN OF SURPLUS PERSONAL PROPERTY OWNED BY THE
VILLAGE OF WILLOWBROOK

AGENDA NO. 7.f.
AGENDA DATE: 10/24/22
STAFF REVIEW: Sean Halloran, Village Administrator

SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 
RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 
ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

As new equipment is purchased and existing municipal equipment is replaced, the Village of Willowbrook deems items worthy of inclusion on a surplus ordinance as needed.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Staff has several Village owned items (laptops, monitors, etc.) deemed surplus ready for disposal.

Brand and Model (If available)	Item Type
Samsung F27T450FQN	Monitor
Samsung F27T450FQN	Monitor
N/A	File cabinets (6)
N/A	Bookcases (2)
N/A	Couch (3)
N/A	End tables (2)
N/A	Village of Willowbrook logo signage (2)
Dell XPS 159520	Laptop
N/A	Monitor holders (2)
Dell	Mouse
Dell Optiplex 7070	PC
Hewlett Packard	Keyboard
TP-Link AV 2000	Powerline Adapter
Hewlett Packard	Printer

Staff recommends the Mayor and Board of Trustees pass the ordinance authorizing the sale of the items listed above.

ACTION PROPOSED:

Pass the ordinance.

ORDINANCE NO. 22-O-_____

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK DECLARING AND
AUTHORIZING THE SALE, DISPOSAL OR TRADE-IN OF SURPLUS PERSONAL
PROPERTY OWNED BY THE VILLAGE OF WILLOWBROOK**

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Willowbrook, it is no longer necessary or useful or in the best interests of the Village of Willowbrook, to retain ownership of those items of surplus personal property currently owned by the Village and detailed on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Willowbrook that it is in the best interest of the Village to dispose of said personal property by sale, disposal or trade-in of said personal property.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook as follows:

SECTION ONE: Pursuant to 65 ILCS 5/11-76-4, the Mayor and Board of Trustees of the Village of Willowbrook find that the personal property described on Exhibit "A", attached hereto and made a part hereof, now owned by the Village of Willowbrook, is no longer necessary or useful to the Village of Willowbrook and the best interests of the Village of Willowbrook will be served by its sale, disposal or trade-in.

SECTION TWO: Pursuant to 65 ILCS 5/11-76-4, the Village Administrator is hereby authorized and directed to dispose of the personal property set forth on Exhibit "A", now owned by the Village of Willowbrook, in any manner he deems appropriate, with or without advertisement, including, but not limited to, the sale or trade-in of said personal property as part of the purchase price of a new or used personal property.

SECTION THREE: The sale or disposition of said surplus personal property is “AS IS” with no warranty, either express or implied, of merchantability or fitness for a particular purpose.

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

PASSED and APPROVED this 24th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”
SURPLUS PERSONAL PROPERTY

Brand and Model (If available)	Item Type
Samsung F27T450FQN	Monitor
Samsung F27T450FQN	Monitor
N/A	File cabinets (6)
N/A	Bookcases (2)
N/A	Couch (3)
N/A	End tables (2)
N/A	Village of Willowbrook logo signage (2)
Dell XPS 159520	Laptop
N/A	Monitor holders (2)
Dell	Mouse
Dell Optiplex 7070	PC
Hewlett Packard	Keyboard
TP-Link AV 2000	Powerline Adapter
Hewlett Packard	Printer

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

SUPPLEMENTAL APPROPRIATION ORDINANCE OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

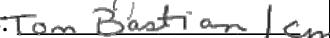
AGENDA NO. 8.
AGENDA DATE: 10/24/2022

STAFF REVIEW: Michael Rock, Chief Financial Officer
Sean Halloran, Village Administrator

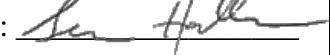
SIGNATURE: 

SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 

BACKGROUND/DISCUSSION

At the June 13th, 2022 Board meeting, the Village Board approved the annual appropriation ordinance. As part of that presentation, staff lowered the appropriation amount from 100% over the budgeted amount to 50%. The justification was to show more transparency to the Board while maintaining best practices in budgeting as compared to neighboring municipalities.

While the national economy has entered into a recession amid an 8-9% inflation background, the local economy, with regard to retail and restaurants, has remained relatively strong. Below are updated revenue numbers:

Monthly Operating Revenues

	September 2020 YTD Actual	September YTD Actual	September 2022 YTD Actual	% Change from 2021-2022
Sales Taxes*	\$2,115,041	\$2,514,392	\$2,595,358	3%
Home Rule Sales Taxes		\$1,358,108	\$1,472,008	8%
Business District Sales Tax	\$236,889	\$310,738	\$302,216	-3%
Hotel Tax	\$85,365	\$107,436	\$176,113	64%
Utility Tax	\$325,602	\$315,678	\$351,357	11%
Local Gas Tax	\$100,129	\$128,942	\$96,679	-25%
Motor Fuel Tax	\$120,730	\$143,935	\$149,308	4%
Places of Eating Tax	\$176,693	\$268,405	\$266,790	-1%
Income Tax	\$503,190	\$641,704	\$837,325	30%
Building Permits	\$130,473	\$180,814	\$82,070	-55%
Fines	\$49,147	\$112,278	\$50,199	-55%
Red Light Camera	\$281,239	\$349,475	\$392,160	12%

1. BUDGET AMENDMENT FOR EXISTING EXPENDITURES:

Despite the ongoing recession, staff has been able to largely manage expenditures within the budgeted amount with the exception of the following amounts:

- Village Entry Signs
- Village Administrator's Office – Contingency
- Village Administrator's Office – Personnel
- Parks and Recreation – Personnel

Village Entry Signs

The Village Board approved Village entry signs and Parks and Recreation signage in fiscal year 2021-2022, but the signs were delivered and installed in June and July 2022. Since the signs were installed in the current fiscal year, staff is asking for additional expenditures to cover the costs. Below is the amount and difference from the budgeted amount:

2022-2023 Budgeted Amount	Updated 2022-2023 Budgeted Amount	Difference
\$120,000	\$200,000	\$80,000

Village Administrator's Office – Contingency

In January 2022, the Village Board approved the purchase of four copiers for Village Hall and the Police Department. Due to supply chain issues, the copiers were delivered and installed in June 2022. Therefore, the copiers must be allocated for this current fiscal year. Staff is asking for additional funds to account for any further unplanned expenditures under the contingency line item:

2022-2023 Budgeted Amount	Updated 2022-2023 Budgeted Amount	Difference
\$25,000	\$95,000	\$70,000

Village Administrator's Office – Personnel

Due to recent staffing changes and promotions, staff is asking for additional funds to cover existing personnel, including the new Village Administrator, two promotions and a new Administrative Assistant. Below is the amount and difference from the budgeted amount:

2022-2023 Budgeted Amount	Updated 2022-2023 Budgeted Amount	Difference
\$511,556	\$630,000	\$118,444

Parks and Recreation – Personnel

Due to recent staffing changes, staff is asking for additional funds to cover the existing personnel within the Parks and Recreation department. Below is the amount and difference from the budgeted amount.

2022-2023 Budgeted Amount	Updated 2022-2023 Budgeted Amount	Difference
\$57,750	\$177,750	\$120,000

In total, the budget amendment for the General Fund is an estimated \$388,444.

2. GENERAL OBLIGATION BOND:

On April 11, 2022, the Village Board approved a \$10,000,000 General Obligation Bond to be used for infrastructure and economic development. However, the funds were received in June 2022, which means it was not included in the Fiscal Year 2022-2023 budget ordinance. As part of the budget amendments, staff is asking the Board to consider the use of \$215,000 from the Bond to be used for design as part of next year's Capital Improvement Program.

3. BUSINESS DISTRICT FUND:

Staff is requesting funds of \$400,000 in accordance with the Pete's Fresh Market agreement. As of October 25, 2022, Pete's Fresh Market has satisfied all of the requirements that were agreed upon by ordinance in 2016.

4. FURTHER BUDGET REDUCTIONS:

In an effort to balance the budget and increase expenditures, staff is recommending further cuts to the Capital Improvement Program. Below is a list of budget reductions:

Project Description	Budgeted Amount	Updated Budgeted Amount
Accounts for design services of the property expansion project at the Public Works building.	\$50,000	\$0
Safe Route to Schools Grant (Village will be reimbursed \$58,800)	\$73,500	\$0
Complete the LED upgrades around town	\$90,000	\$0
Replacement of the shop floor at the Public Works building.	\$75,000	\$0
Borse Park parking lot resurfacing	\$25,000	\$0
Accounts for design services for the 2023 road program	\$75,000	\$0
6" trash pump	\$11,000	\$0
TOTAL BUDGET REDUCTIONS:		\$399,500

STAFF RECOMMENDATION

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-O-_____

**SUPPLEMENTAL APPROPRIATION ORDINANCE
OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS
FOR THE FISCAL YEAR BEGINNING MAY 1, 2022
AND ENDING APRIL 30, 2023**

WHEREAS, the Village of Willowbrook (the “Village”) has determined that additional Village funds exist which were not previously appropriated; and

WHEREAS, it is in the best interest of the Village to provide for a supplemental appropriation of those funds in accordance with Section 8-2-9 of the Illinois Municipal Code, as amended.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: Additional Revenue. That the Village finds it has the following unappropriated revenues:

<u>Source</u>	<u>Amount:</u>
General Fund 01 (Acct #01-00-300-101)	\$582,666
General Obligation Bond (Acct # 17-80-330-101)	\$215,000
RT 83/Plainfield Rd. Business District Tax Fund 15 (Acct #15-00-300-101)	\$400,000

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SECTION 2: Supplemental Appropriation. That the following Supplemental Appropriations are hereby made:

Fund 01 - General Fund

Account Number	Description	Supplemental Appropriation
01-10-485-642	Administration – Village Entry Signs	\$120,000
01-10-490-799	Administration – Contingency	\$105,000
01-10-455-101		
01-10-455-105		
01-10-455-141		
01-10-400-151		
01-10-455-106	Administration - Personnel	\$177,666
01-20-400-147		
01-20-400-151		
01-20-400-161		
01-20-550-101	Parks and Recreation – Personnel	\$180,000

Fund 17 – General Obligation Bond

Account Number	Description	Supplemental Appropriation
17-80-330-101	General Obligation Bond Expenses	\$215,000

Fund 15 – RT 83/ Plainfield RD Business District Tax

Account Number	Description	Supplemental Appropriation
15-15-455-514	Planning and Economic Development Sales Tax Rebate - PFM	\$400,000

SECTION THREE. This Ordinance shall be in full force and effect from and after its passage, approval and publication in the manner provided by law.

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PASSED and **APPROVED** this 24th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES: ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH ULINE, INC. FOR THE PURCHASE OF FURNITURE FOR THE VILLAGE COMMUNITY RESOURCE CENTER	AGENDA NO. 9. AGENDA DATE: 10/24/2022
STAFF REVIEW: Alex Arteaga, Asst. to the Village Administrator	SIGNATURE: 
LEGAL REVIEW: Tom Bastian, Village Attorney	SIGNATURE: <u>Tom Bastian /cm</u>
RECOMMENDED BY: Sean Halloran, Village Administrator	
SIGNATURE: 	
BACKGROUND/DISCUSSION	
<p>This agenda item is regarding the purchase of furniture for the Community Resource Center that is currently under construction. On August 12, Village staff released a Request for Proposal (RFP) #004 for the Furnishing of the Community Resource Center (CRC), with bids due for this RFP by September 21st. Staff received one bid from Rework Furniture in the amount of \$72,690.</p> <p>Following the submission of Rework Furniture's bid, staff determined that the furnishing of the CRC could be done for a lower amount if staff were to purchase furniture items directly from Uline, a general commercial and industrial goods provider. Staff met with Uline representatives to create a cost estimate for the furnishing of the CRC which resulted in a final cost estimate of \$44,751.24</p> <p>If staff were to purchase CRC furniture through Uline rather than Rework Furniture, it would result in a cost savings of \$ 27,938.76.</p> <p>Because Rework Furniture is the only vendor to bid on the CRC Furniture RFP, staff recommends the Village waive competitive bidding for this project and proceed with the purchase of CRC furniture via Uline.</p>	
STAFF RECOMMENDATION	
Staff recommends passing the ordinance to approve the purchase of furniture for the CRC.	
ACTION PROPOSED: Pass the Ordinance.	

ORDINANCE NO. 22-O-_____

**AN ORDINANCE WAIVING COMPETITIVE BIDDING, APPROVING AND
AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH ULINE,
INC. FOR THE PURCHASE OF FURNITURE FOR THE VILLAGE COMMUNITY
RESOURCE CENTER**

WHEREAS, the Village of Willowbrook (the “Village”) is a home rule unit of local government pursuant to Article VII, Section 6, of the Constitution of the State of Illinois of 1970; and

WHEREAS, the Village solicited proposals for the purchase of furniture for the Village Community Resource Center; and

WHEREAS, after receiving one (1) proposal, the corporate authorities of the Village have determined that it is in the best interest of the Village that competitive bidding be waived for the purchase of furniture for the Village Community Resource Center and purchase the furniture in question from Uline, Inc.

NOW THEREFORE BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1: That, by a two-thirds (2/3rds) vote of the Board of Trustees of the Village, the competitive bidding process for the purchase of furniture for the Village Community Resource Center be and is hereby waived.

SECTION 2: The Village Mayor of the Village of Willowbrook be and is hereby authorized and directed to execute, on behalf of the Village, a Purchase Agreement for the purchase of furniture for the Village Community Resource Center with Uline, Inc. at a cost not to exceed Forty-Four Thousand Seven Hundred Fifty-One and 24/100ths Dollars (\$44,751.24), which proposal is hereby approved. A copy of said agreement incorporating the proposal is

attached hereto as Exhibit "A" and made a part hereof, which proposal and agreement are hereby approved.

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval, in the manner provided by law.

PASSED and APPROVED this 24th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

AGREEMENT WITH ULINE, INC.



1-800-295-5510

uline.com

customer.service@uline.com

PRICING
REQUEST

REQUEST # 80017420

Thank you for your interest in Uline!

PROVIDED TO: WILLOWBROOK VILLAGE OFFICE
7760 S QUINCY ST
WILLOWBROOK IL 60527-5532

SHIP TO: WILLOWBROOK PUBLIC WORKS
700 WILLOWBROOK CENTER PKWY
WILLOWBROOK IL 60527-7966

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
9949875			JA FRATE TK	10/14/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	KT	H-8948GR	DOWNTOWN OFFICE DESK - 48 X 24", GRAY	360.00	360.00
1	EA	H-8950	48X24" DOWNTOWN TABLE FRAME PART OF KIT	.00	.00
1	EA	H-8949	48" METAL MODESTY PANEL PART OF KIT	.00	.00
1	EA	H-8952	48X24" LAMINATE TOP - GRAY PART OF KIT	.00	.00
1	EA	H-10093GR	DOWNTOWN MOBILE CABINET PEDESTAL - GRAY	220.00	220.00
3	EA	H-8953GR	DOWNTOWN MOBILE 3-DRAWER PEDESTAL FILE - GRAY	230.00	690.00
1	KT	H-8219GR	DOWNTOWN OFFICE L-DESK - 72 X 78", GRAY	725.00	725.00
1	EA	H-7755	DOWNTOWN LAMINATE RETURN TOP - 48 X 24", GRAY PART OF KIT	.00	.00
1	EA	H-7753	DOWNTOWN RETURN FRAME - 48 X 24" PART OF KIT	.00	.00



NOTE:

ATTENTION: AJ PASSERO

TOTAL QUOTED PRICING SAVINGS: \$6890. EVERYTHING IS IN STOCK.



1-800-295-5510

uline.com

customer.service@uline.com

**PRICING
REQUEST**

REQUEST # 80017420

Thank you for your interest in Uline!

PROVIDED TO: WILLOWBROOK VILLAGE OFFICE
7760 S QUINCY ST
WILLOWBROOK IL 60527-5532

SHIP TO: WILLOWBROOK PUBLIC WORKS
700 WILLOWBROOK CENTER PKWY
WILLOWBROOK IL 60527-7966

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
9949875			JA FRATE TK	10/14/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-7752	72" METAL MODESTY PANEL PART OF KIT	.00	.00
1	EA	H-7772	DOWNTOWN TABLE LAMINATE TOP - 72 X 30", GRAY PART OF KIT	.00	.00
1	EA	H-7764	DOWNTOWN TABLE FRAME - 72 X 30" PART OF KIT	.00	.00
2	EA	H-3698	FOLDING TABLE DOLLY - 49 X 32 X 41"	370.00	740.00
2	EA	H-5039	STACKABLE CHAIR HAND TRUCK	350.00	700.00
4	EA	H-2750FOL-BL	ECONOMY FOLDING TABLE - 72 X 30", BLACK	100.00	400.00
10	EA	H-6279MAH	STANDARD TRAINING TABLE - 60 X 24", MAHOGANY	290.00	2,900.00
20	EA	H-4207	ECONOMY FOLDING TABLE - 36 X 36"	86.00	1,720.00
20	EA	H-3138FOL	ECONOMY FOLDING TABLE - 48" DIAMETER	96.00	1,920.00
10	EA	H-4843	ECONOMY FOLDING TABLE - 60" DIAMETER	169.00	1,690.00



NOTE:



1-800-295-5510

uline.com

customer.service@uline.com

**PRICING
REQUEST**

REQUEST # 80017420

Thank you for your interest in Uline!

PROVIDED TO: WILLOWBROOK VILLAGE OFFICE
7760 S QUINCY ST
WILLOWBROOK IL 60527-5532

SHIP TO: WILLOWBROOK PUBLIC WORKS
700 WILLOWBROOK CENTER PKWY
WILLOWBROOK IL 60527-7966

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
9949875			JA FRATE TK	10/14/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
26	EA	H-4118	FABRIC MANAGER'S CHAIR	95.00	2,470.00
100	EA	H-7684	MESH STACKABLE CHAIR	110.00	11,000.00
160	EA	H-6965	MESH STACKABLE CHAIR WITH ARMRESTS	117.00	18,720.00

SUB-TOTAL 44,255.00	SALES TAX .00	SHIPPING/HANDLING 496.24	TOTAL 44,751.24
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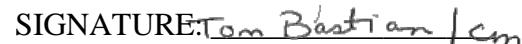
NOTE:

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP

AGENDA NO. 10.**AGENDA DATE: 10/24/2022****STAFF REVIEW:** Sean Halloran, Village AdministratorSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **BACKGROUND/DISCUSSION**

On April 11, 2022, the Village Board approve a bond sale of \$10,000,000, which followed a staff presentation at the March 28, 2022 Committee of the Whole meeting. The General Obligation Bond is planned to be used for certain capital projects and the formation of an economic development partnership, specifically the Willowbrook Economic Development Partnership (WEDP).

NEXT STEPS

The proposed operating agreement reflects key components that have been discussed with the Board in the past. Village staff is asking the Board to approve an operating agreement which includes the following key terms:

- The WEDP shall perform the following services, duties and responsibilities:
 - Perform and facilitate business attraction, retention and expansion.
 - Promote and recruit in order to maintain a diverse local economy.
 - Identify and promote real estate sites available for development.
 - Match prospective developers with available sites and properties.
 - Assist developers in obtaining entitlements and permits.
 - Create and maintain strong relationships with developers, businesses, property owners and government agencies
 - Advise the Village on economic development strategies, incentives and tactics.
- The WEDP shall operate with a Board of Directors and Executive Board in a manner consistent with their by-laws
- The Village shall have three voting members:
 - Mayor
 - Village Board Member
 - Village Administrator
- The WEDP shall prepare a strategic plan at a minimum of every five years and submit the plan to the Village Board.
- The WEDP shall prepare an annual budget and submit it to the Village for review.
- The WEDP should submit a request for funding each year in conjunction with the submittal of the annual budget. The funding request shall indicate how the WEDP intends to use the funds and what outcomes and results are expected.
- The Village will provide funding to the WEDP in amount and from sources that are determined by the Village Board.

- The WEDP shall provide an Annual Financial Report in a form acceptable to the Village
- The term of the agreement shall end on October 25, 2025.
- Below is the schedule and timeline for funding:

Term	Months	Dates	Funding Amount
Term 1	6	October 2022 – April 30, 2023	\$170,000
Term 2	12	May 1, 2023 – April 30, 2024	\$330,000
Term 3	12	May 1, 2024 – April 30, 2025	\$330,000
Term 4	6	May 1, 2025 – October 25, 2025	\$170,000

CONCLUSION

As the Board is aware, the funding amount for the WEDP is not from the General Fund but is provided from the General Obligation Bond that was approved by the Board in April 2022.

For term 2, the WEDP will be required to present their budget request prior to May 1, 2023.

ACTION PROPOSED: Pass the Ordinance.

RESOLUTION NO. 22-R-_____**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN
AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE
WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP**

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. That a certain Agreement (the “Agreement”), between the Village of Willowbrook (the “Village”) and the Willowbrook Economic Development Partnership (the “WEDP”), for the adoption of an operating agreement, as set forth in the form of the Agreement attached hereto as Exhibit “A”, and made a part hereof, is hereby approved.

SECTION 2. That the Village Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Village Attorney shall deem necessary.

SECTION 3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village, in accordance with the provisions of the Agreement.

SECTION 4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

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SECTION 5. That this Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED and APPROVED this 24th day of October, 2022, by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT "A"

**AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE VILLAGE
OF WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP**

AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE VILLAGE OF WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP

THIS AGREEMENT is entered this _____ day of _____, 2022, between the Village of Willowbrook, DuPage County, Illinois, an Illinois home rule municipal corporation, with its principal offices at 835 Midway Drive, Willowbrook, Illinois 60527 (hereinafter referred to as the "Village") and the Village of Willowbrook Economic Development Partnership (hereinafter referred to as the "WEDP"), an Illinois non-profit corporation with offices at _____, Willowbrook, Illinois 60527.

RECITALS

WHEREAS, Article VII of Section 10(a) of the 1970 Constitution of the State of Illinois authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any matter not prohibited by law or by ordinance; and

WHEREAS, the Village is a home rule unit of local government as pursuant to Article VII, Section 6, of the 1970 Constitution of the State of Illinois; and

WHEREAS, units of local government entering into such agreements may use their credit, revenues, and other resources to pay costs and to service debt related to activities which involve a public purpose; and

WHEREAS, the Village strives to develop and maintain a strong, diverse local economy; and

WHEREAS, a strong, diverse local economy benefits the residents and businesses of the Village and provides a large tax base upon which the Village may generate revenues for necessary and desired public services; and

WHEREAS, the WEDP is an Illinois nonprofit corporation created in 2022; and

WHEREAS, the Village and the WEDP will work cooperatively on economic development activities in the Village; and

WHEREAS, the Village has determined that it is in the public interest to assist the WEDP with financing for its economic development costs on behalf of the Village; and

WHEREAS, the Village and the WEDP desire to enter into this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Village and WEDP agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are incorporated herein as though fully set forth.

2.0 WEDP AUTHORITY.

2.1 The WEDP warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party or disclosed party, and that it possesses the legal authority to execute this Agreement. Any person binding the WEDP shall, when required, state and/or provide written evidence of the legal authority for his or her agency. If subsequent to the execution of this Agreement, a person signing on the WEDP's behalf is found not to have the appropriate, actual, expressed, implied or apparent authority, that would-be-agency shall be primarily liable under this Agreement as principal in breach of this Agreement. The WEDP acknowledges that it has read, understood and agreed to all provisions of this Agreement.

3.0 WEDP'S BUSINESS ORGANIZATION.

3.1 The WEDP shall at all times be registered to do business in the State of Illinois with the Illinois Secretary of State, and be incorporated as an Illinois non-for-profit corporation, and

shall remain so throughout the term of this Agreement. The WEDP shall also be registered, and approved to operate, as a tax-exempt organization pursuant to 26 U.S.C. & 501(C)(6) (commonly referred to as "501(C)(6)"), as amended, with the United States Internal Revenue Service.

3.2 The WEDP shall hire and maintain a qualified and competent staff to provide all management and administrative services necessary to accomplish the WEDP's stated mission, goals and objectives and to successfully perform the duties described herein.

3.3 The WEDP shall appoint or elect a properly constituted board of directors consistent with the WEDP's duly adopted By-Laws. A copy of WEDP's By-Laws is attached hereto as Exhibit "A".

3.4 The WEDP shall operate in accordance with this Agreement, the WEDP's Articles of Incorporation and its By-Laws, and actions of the WEDP's Board of Directors.

3.5 At the Village's written request, the WEDP shall submit to the Village such written or verbal reports, and written audits, as reasonably deemed necessary by the Village while this Agreement is in effect.

4.0 GOVERNANCE.

4.1 The WEDP shall, at all times, operate with a Board of Directors and Executive Board in a manner consistent with its By-Laws in place at the time of the execution of this Agreement, and any and all amendments to those By-Laws.

4.2 The Village shall have the following three (3) voting members on the Board of Directors and Executive Board:

- a. Mayor
- b. Village Trustee as appointed to the WEDP by the Mayor
- c. Village Administrator

5.0 STATUS OF WEDP'S PERSONNEL OR CONTRACTED AGENTS.

5.1 All technical, clerical, and other personnel necessary for the WEDP's performance required by this Agreement shall be the WEDP's employees, volunteers, or contracted agents, and shall in all respects be subject to the WEDP's rules and regulations governing its employees. Neither the WEDP nor its personnel or contracted agents shall be considered to be agents or employees of the Village.

5.2 The Village, its officials, agents, volunteers and employees, when acting pursuant to this Agreement are acting as Village officials, agents, volunteers or employees in their official capacity and not personally or as agents of the WEDP or others.

6.0 WEDP'S RESPONSIBILITIES.

6.1 The WEDP shall perform the following services, duties and responsibilities:

6.1.1 Promote and facilitate business attraction, retention and expansion;

6.1.2 Promote and facilitate travel, dining and entertainment spending in the Village, with an emphasis on overnight hotel stays;

6.1.3 Facilitate the dissemination of information on workforce development programs to existing and prospective businesses;

6.1.4 Promote and recruit, in order to cultivate and maintain a diverse local economy;

6.1.5 Identify and promote real estate sites and properties available for development and match prospective developers and redevelopers with those sites and properties;

6.1.6 Create and maintain strong relationships with developers, businesses, property owners and government agencies;

6.1.7 Identify trends & issues affecting the economy and develop strategies to address them;

6.1.8 Advise the Village on economic development strategies, tactics and incentive agreements;

6.1.9 Prepare special studies and reports in support of economic development activities;

6.1.10 Assist developers and businesses in obtaining and securing grants, entitlements and permits;

6.1.11 Market the Village to potential businesses developers, redevelopers and customers.

7.0 WEDP STRATEGIC PLAN.

7.1 The WEDP shall prepare a strategic plan not less than once every five (5) years, with updates to that strategic plan a minimum of every two (2) years and submit strategic plan and updates to the corporate authorities of the Village.

7.2 WEDP's Strategic Plan shall include the Mission, Goals, Objectives, Trends and Issues affecting the local economy, strategies to address issues and priority action items (annual work plans).

8.0 WEDP BUDGET.

8.1 The WEDP shall prepare an annual budget in a form reasonably acceptable to the corporate authorities of the Village and Village Administrator, which annual budget shall include information with regard to all WEDP revenues, anticipated expenses, fund balances and reserves.

8.2 The WEDP shall submit the budget to the Village for review on or before a date reasonably determined by the Village Administrator. The budget submittal date will be coordinated with the Village's preparation and consideration of the Village's annual budget.

8.3 The Village shall review and consider the WEDP's annual budget in conjunction with its annual municipal budget.

8.4 The WEDP shall submit to the corporate authorities of the Village and the Village Administrator, each year, in conjunction with the submittal of its annual budget, a request for funding detailing how the WEDP intends to use its funds for that year, as well as anticipated expected results.

8.5 The WEDP shall also provide an annual financial report to the corporate authorities of the Village and the Village Administrator, in a form acceptable to the Village.

9.0 FUNDING.

9.1 Currently, the Village intends on providing funds to the WEDP each year to support the WEDP's operations in amounts and from sources that are determined by the Mayor and Board of Trustees of the Village.

9.2 The Village anticipated funding schedule shall be as follows:

Term	Months	Dates	Funding Amount
Term 1	6	October 2022 – April 30, 2023	\$170,000
Term 2	12	May 1, 2023 – April 30, 2024	\$330,000
Term 3	12	May 1, 2024 – April 30, 2025	\$330,000
Term 4	6	May 1, 2025 – October 25, 2025	\$170,000

9.3 Nothing in this Agreement shall obligate the Village to provide funding to the WEDP. Payments to the WEDP are subject to the availability of funds and their appropriation and authorized expenditure pursuant to applicable law.

9.4 Payments to the WEDP under this Agreement shall be made payable in the name of the WEDP and sent to the following person and place, or directly deposited into a financial account maintained by the WEDP:

_____, President
Willowbrook Economic Development Partnership

Willowbrook, Illinois 60527

The WEDP may change the person to whose attention payments are sent, or the place to which payments are sent, by thirty (30) days prior written notice pursuant to paragraph 23.1 of this Agreement.

9.5 The WEDP shall submit a request for funding each year in conjunction with the submittal of the WEDP's budget. The funding request shall indicate how the WEDP intends to use the funds and what outcomes and results are reasonably expected. The funding request should align with the WEDP's strategic plan. The Village shall review and consider the WEDP's request for funding in conjunction with its annual municipal budget.

10.0 FINANCIAL REPORTS AND RECORDS.

10.1 The WEDP shall prepare an Annual Financial Report in a form reasonably acceptable to the Village, which shall include a detailed list of all revenues received and expenditures incurred, investment activity, names of financial institutions in which funds are deposited and current balances.

10.2 The Annual Financial Report shall be submitted to the Village no later than April 30 of each year. At the request of the Village Administrator, the WEDP shall present the Annual Financial Report to the Mayor and Board of Trustees of the Village at a Village Board meeting.

10.3 At any time during the term of this Agreement, the Village shall have the right to examine WEDP's financial records and statements with reasonable notice, and during regular business hours.

10.4 The WEDP shall be accountable for all Village funds disbursed under this Agreement. The WEDP's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided by the Village under this Agreement. The WEDP shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with Village funds. The WEDP shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have not been unlawfully spent.

10.5 The WEDP shall maintain, for a minimum of five (5) years following the later of the expiration or termination of this Agreement, adequate books, records, and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records and supporting documents related hereto shall be available for inspection and audit by the Village, or any duly authorized representative of the Village, and the WEDP agrees to cooperate fully to accomplish any such audit. The WEDP shall provide full access to all relevant materials and to provide copies of same upon request.

The WEDP shall conduct a detailed review by an independent audit/accounting firm, which is licensed by the State of Illinois, to conduct a detailed review with generally accepted accounting principles and standards. Said review shall include all income received by the WEDP, disbursements by the WEDP, and all investment transactions for the prior fiscal year. All grant funds received shall be included in the WEDP's annual review. A copy of the review report shall be provided to the Village within thirty (30) days of the WEDP's receipt of the review report.

10.6 If any of the services to be performed under this Agreement are subcontracted, the WEDP shall include in all subcontracts a provision that the Village, or any duly authorized representative of the Village, shall have full access to and the right to examine any pertinent books, documents, papers and records of any subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement.

11.0 PERFORMANCE REPORTS.

11.1 The WEDP shall prepare quarterly performance reports in a manner reasonably acceptable to the Village Administrator, which shall include the following:

11.1.1 Economic performance - actual performance compared to key performance indicators;

11.1.2 Key accomplishments;

11.1.3 Progress reports on all priority action items;

11.1.4 WEDP financial information and performance;

11.2 At the reasonable request of the Village Administrator, the WEDP shall present the quarterly performance reports to the Mayor and Board of Trustees at Village Board meetings.

11.3 The WEDP shall prepare an annual performance report in a manner reasonably acceptable to the Village Administrator, which shall include the following:

11.3.1 Economic performance- actual performance compared to key performance indicators;

11.3.2 Key accomplishments;

11.3.3 Progress reports on all priority action items;

11.3.4 WEDP financial information and performance;

11.3.5 Priority Action items for the next year;

11.3.6 Key performance indicators for the next year.

11.4 The Village shall review and consider the WEDP's quarterly and annual performance reports, and may offer comments on said reports.

12.0 TERM OF THIS AGREEMENT.

12.1 Unless earlier termination as herein provided, the term of this Agreement shall be for a three (3) year period commencing on October 25, 2022 and terminating on October 25, 2025. This Agreement may only be extended by mutual written agreement of the Parties.

13.0 PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT.

13.1 The WEDP shall procure all construction and professional services, and acquire assets and materials financed in whole or in part with funds provided hereunder, through written, contractual agreement(s).

13.2 In the event that the WEDP ceases to exist, all such equipment and materials purchased with Village funds shall become the property of the Village.

14.0 UNUSED FUNDS.

14.1 All unused funds provided by the Village pursuant to this Agreement shall be maintained in a federally insured account(s).

15.0 LEGAL COMPLIANCE.

15.1 In addition to complying with the statutes and regulations specifically referenced in the Agreement, the WEDP is responsible for determining the applicability of, and complying with, any other laws, regulations or ordinances.

15.2 All Federal, State and local laws, rules and regulations applicable to this Agreement shall be deemed to be included in this Agreement as though fully set forth herein. Except where expressly required by applicable laws and regulations, the Village shall not be responsible for monitoring the WEDP's compliance.

15.3 The WEDP certifies that it shall comply with all applicable provisions of Federal, State and local law in its performance of this Agreement.

16.0 TERMINATION: SUSPENSION.

16.1 This Agreement may be terminated by the Village at any time, for any reason whatsoever, upon sixty (60) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party, provided, the non-breaching party shall issue a breach of contract notice detailing the breach and providing sixty (60) days cure period. If after sixty (60) days the breach has not been remedied, the non-breaching party may terminate the Agreement as provided. Termination shall render the WEDP ineligible for consideration for future Village grants or payments. This Agreement is also subject to termination by either party if either party is restrained by State or Federal law or by a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

Mailing of such notice, via first class mail, postage prepaid, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

16.2 The Village's obligations under this Agreement shall cease immediately without penalty of further payment being required if, in any fiscal year, the Village or other funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. In the event a lack of funding occurs, in full or in part, the Village shall give the WEDP written notice, which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and changes in the approved budget.

16.3 If the Village terminates this Agreement, the WEDP shall not incur new obligations or costs after the date of the notice of termination, other than the current day to day operational costs and payroll costs. The WEDP shall cancel as many current obligations as possible. The Village shall allow full credit to the WEDP for the Village's share of non-canceled obligations, if properly incurred by the WEDP prior to termination.

16.4 If the WEDP fails to comply with any term of this Agreement, the Village may, after written notice to the WEDP, suspend this Agreement, withhold further payments and prohibit the WEDP from incurring additional obligations of funds, pending corrective action by the WEDP or the Village's decision to terminate this Agreement. The Village may allow such necessary and proper costs which the WEDP could not avoid during the suspension period, provided that such costs were necessary and incurred in accordance with this Agreement.

17.0 INDEMNIFICATION AND INSURANCE.

17.1 The WEDP shall hold harmless and indemnify the Village, its elected officials, officers, employees, volunteers and agents from any and all claims, suits, actions, costs, and fees, including but not limited to, attorneys' fees, interest and expenses, growing out of, or connected

with the performance of this Agreement, or because of any act or omission, neglect, or misconduct of the WEDP, its officers, employees, agents, volunteers, sub-recipients, independent contractors, or subcontractors.

17.2 Nothing contained herein shall be construed as prohibiting the Village, its elected officials, officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The WEDP shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

17.3 In the event that any demand or claim relating to this Agreement is known to either party, the Village and/or the WEDP will notify the other party in writing in an expedient manner.

17.4 The WEDP shall, at its own expense, secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits. The WEDP shall furnish Certificates of Insurance to the Village before any Village funds are released pursuant to this Agreement. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois, which have a rating of not less than A IX, according to the latest edition of the A.M. Best Company. Such policies shall include a provision preventing cancellation of the insurance policy except upon thirty (30) days prior written notice to the Village. Such provision shall also be stated on each Certificate of Insurance as "Should any of the above-described policies be cancelled before the expiration date, the issuing company shall mail thirty (30) days written notice to the certificate holder named to the left." Upon the Village's written request, the WEDP shall provide copies of any or all policies of insurance to the Village.

17.4.1 The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(A) Commercial General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 - General Aggregate \$2,000,000.00
 - Products/Completed Aggregate \$1,000,000.00
 - Each Occurrence \$1,000,000.00
 - Personal Injury \$1,000,000.00
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project. Cover all claims arising out of the WEDP's operations or premises, anyone directly or indirectly employed by the WEDP, and the WEDP's obligations under indemnification under this Agreement.

(B) Workers' Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the WEDP shall require each of its Subcontractors similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers' Compensation statute, the WEDP shall provide, and shall cause each of its Subcontractors to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
- ii. Limits:
 - Combined Single Limit \$1,000,000.00

(D) Umbrella:

- i. Limits:
 - Each Occurrence/Aggregate \$2,000,000.00

(E) The Village of Willowbrook shall be named as additional insured on all insurance policies except Workers' Compensation.

The WEDP understands and agrees that liability, any performance bond or insurance protection required by this Agreement or otherwise provided by the WEDP, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

18.0 COVENANT NOT TO SUE.

18.1 The WEDP forever releases and discharges the Village, its officials, agents or employees from all claims, demands, damages, actions or causes of action which arise out of the Village's performance of this Agreement.

18.2 The WEDP covenants not to sue or otherwise bring any action in law or equity against the Village, its officials, agents, employees or volunteers for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the WEDP may sustain arising out of the Village's performance of this Agreement.

19.0 DEFAULT AND REMEDIES.

19.1 Any failure on the part of either party to exercise any right under this Agreement shall not be construed as a waiver of that right.

19.2 In the event that the WEDP ceases to exist, all unused funds provided by the Village pursuant to this Agreement shall be returned to the Village.

20.0 NON-ASSIGNMENT AND SUCCESSORS IN INTEREST.

20.1 This Agreement shall not be assigned, sublet, or transferred by either party hereto, without the express written consent of the non-assigning party.

20.2 The parties each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

20.3 Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the Village, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the WEDP.

21.0 MODIFICATION AND AMENDMENT.

21.1 This Agreement may only be amended or modified by a written instrument, signed by the parties hereto, other than modifications required by changes in Federal or State law or regulations or required by Village ordinance applicable to this Agreement. No amendment or modification of this Agreement shall be valid or enforceable, unless in writing and signed by the authorized representatives of the parties.

21.2 This Agreement is subject to such modifications as the Village determines may be required by changes in Federal, State or local law or regulations. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Village shall notify the WEDP of any change in law or regulation of which it has notice.

22.0 CONFLICT OF INTEREST.

22.1 The WEDP shall establish safeguards to prohibit its officers, directors, agents and employees from using Village funds for their own private use.

22.2 No Village officer or employee may be hired or paid with funds derived directly or indirectly through this Agreement.

22.3 The Parties acknowledge and agree that Village officers and employees are, and will continue to serve as, Directors and volunteers of the Village of Willowbrook Economic Development Partnership Board.

23.0 GOVERNING LAW AND VENUE.

23.1 This Agreement shall be governed and construed by the laws of the State of Illinois, both as to interpretation and performance. Venue is proper only in the County of DuPage, Illinois.

24.0 REQUIRED NOTICES OR REPORTS.

24.1 Any notices, reports, records or documents required by the terms of this Agreement shall be deemed sufficient if made in writing and sent by first class mail or personal service to:

FOR THE VILLAGE:

Sean Halloran, Village Administrator
Village of Willowbrook
835 Midway Drive
Willowbrook, IL 60527

FOR THE WEDP:

_____, President
Willowbrook Economic Development Partnership

Willowbrook, IL 60527

24.2 Either party may change its address for receiving notices by giving notice thereof in compliance with the terms of Section 24.1.

25.0 ENTIRE AGREEMENT.

25.1 This Agreement represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written.

25.2 There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

26.0 SAVINGS CLAUSE.

26.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

27.0 CAPTIONS AND PARAGRAPH HEADINGS.

27.1 Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

IN WITNESS OF the parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by its terms as of the date first written above.

VILLAGE OF WILLOWBROOK

By: Sean Halloran,
Its: Village Administrator

ATTEST:

By: Deborah A. Hahn,
Village Clerk

**WILLOWBROOK ECONOMIC
DEVELOPMENT PARTNERSHIP**

By: _____
Its: President and duly authorized agent

ATTEST:

By: _____
Its: _____

EXHIBIT “A”

WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP BY-LAWS

BY-LAWS OF THE WILLOWBROOK ECONOMIC DEVELOPMENT PARTNERSHIP

ARTICLE I – DECLARATION

Section 1 - Name: The name of this Corporation is the Willowbrook Economic Development Partnership Corporation ("the WEDP"). The WEDP is an Illinois not-for-profit corporation tax-exempt pursuant to Section 501(c)(6) of the Internal Revenue Code.

Section 2 - Mission: The WEDP will enhance and improve the quality of life in and the economic vitality of the Village of Willowbrook ("Village") and advance economic growth through the retention, expansion, and attractions of all types of commercial enterprises that are conducive to the maintenance and improvement of the quality of life in Willowbrook. Furthermore, the WEDP will be responsible for creating and growing a diverse tax base in the Village of Willowbrook by attracting new businesses and retaining existing businesses and employees, assisting developers, property owners, and businesses in site selection, purchase, sales, leasing, development, redevelopment, and rehabilitation of the commercial property, administering economic development tools and programs as directed by the Village, promoting and supporting the improvement of the Village's business districts, marketing travel, dining, and entertainment spending in the Village and promoting tourism within the Village or otherwise attracting overnight visitors to the Village.

Section 3 - Area: The WEDP shall serve Willowbrook, Illinois.

Section 4 - Office: The principal office of the WEDP shall be located in Willowbrook, Illinois.

Section 5 - Fiscal Year: The fiscal year of the WEDP shall be May 1 through April 30

ARTICLE II – BOARD OF DIRECTORS

Section 1 - Powers: The business and affairs of the WEDP shall be managed by its Board of Directors ("Board"). The Board shall have all of the powers, authorities, responsibilities, and obligations given the Board of a not-for-profit corporation under the laws of the State of Illinois, its Articles of Incorporation, and these By-Laws.

Section 2 - Composition: The Board shall consist of at least seven Directors composed of three Governmental Directors and at least four At-Large Directors.

Section 3 - Governmental Directors: The Governmental Directors shall consist of the following:

- (a) The Mayor of Willowbrook, or the Mayor's designee;
- (b) One Trustee of the Village Board of Willowbrook as designated by the Mayor; and
- (c) The Village Administrator of Willowbrook or his/her designee.

Section 4 - Terms: Term of the Trustee Governmental Director shall be two years commencing on or after May 1 of each year, but always ending April 30 of each year. Terms for At-Large

Directors shall also be two years. It is intended that approximately one-third (1/3) of elected Board terms shall be elected each year. To do so, the initial At-Large Directors shall be appointed to serve a one (1), or two (2), or three (3) year terms commencing with their election. All At-Large Directors' terms shall commence on May 1 of the year of election.

Section 5 - At-Large Directors: The At-Large Directors shall consist of at least four persons elected by the Board. At-Large Directors may opt to serve a second term after the first term by notifying the Chairman ninety days before the end of the last year of the Director's first term. An election must occur to reappoint an At-Large Director.

Section 6 - Qualifications: An At-Large Director shall be an individual who either resides or works in Willowbrook or is employed by a person, entity, or organization that maintains a business in Willowbrook.

Section 7 - Restrictions: There shall be no more than two (2) individuals from any one or affiliated group of employers or organizations serving as an At-Large Director at any time.

Section 8 - Election: The At-Large Directors shall be elected at the Annual Meeting of the WEDP. Additional At-Large Directors may be elected at any Board meeting.

Section 9 - Removal: A Director may be removed for conduct or circumstances determined to be prejudicial to the best interests of the WEDP by the vote of at least two-thirds (2/3) of all of the Directors.

Section 10 - Absences: Absence by an At-Large Director from three (3) consecutive regular Board meetings without an excuse deemed valid and so recorded by the Board may be construed as a resignation by the Board, excluding an absence of the Mayor of Willowbrook when the Mayor's designee attends a meeting in the Mayor's stead.

Section 11- Vacancies: The Board shall fill any vacancy of an At-Large Director as a result of his or her resignation or an At-Large Director's removal or failure to maintain the required qualifications.

Section 12 - Meetings: The Board shall meet as often as it deems necessary, but no less than quarterly.

Section 13 - Reports: The Board/Executive Director shall submit a report of the work and finances of the WEDP at the annual meeting.

Section 14 - Quorum: A majority of the total number of Directors shall constitute a quorum for Board meeting purposes. Directors may participate in any Board meeting by means of telephone or similar communications equipment and shall constitute presence in person at such meeting.

Section 15 - Compensation: Directors shall not receive any compensation for their services. However, a Director may be reimbursed for actual itemized and documented expenses incurred while conducting the business of the WEDP if approved by the Board.

Section 16 - Manner of Acting: The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except where otherwise provided by law, the Articles of Incorporation, or these By-Laws.

Section 17 - Informal Action by Directors: An action of Directors may be taken without a meeting if a written consent setting forth the action taken is signed by a majority of the Directors and/or confirmed by WEDP reply mail or email by a majority of the Directors.

ARTICLE III – OFFICERS

Section 1 - Elections: The Board shall elect a Chairman, a Vice-Chairman, a Treasurer, and a Secretary from among the Directors.

Section 2 - Term: All officers shall serve for a two-year term until their successors have been elected and qualified and shall be Directors.

Section 3 - Chairman: The Chairman shall preside at all Board and Executive Committee meetings and perform all duties incident to the office. The Chairman shall, with approval of the Board, appoint all committees and shall be an ex-officio member of all committees.

Section 4 - Vice-Chairman: The Vice-Chairman shall perform such duties as may be pertinent to the office or as may be designated from time to time by the Board. The Vice-Chairman shall assume the office of Chairman in the event the Chairman is unable to serve for any reason.

Section 5 - Treasurer: The Treasurer shall be the custodian of all funds of the WEDP. The Treasurer shall make or cause to be made quarterly and annual financial reports to the Board. The Treasurer shall be Chairman of the Finance Committee. The Treasurer may, at the discretion of the Board, be bonded. The WEDP shall pay the cost of such a bond.

Section 6 - Secretary: The Secretary shall oversee the maintenance of the minutes of the meetings of the Board of Directors; assure that all notices are duly given in accordance with the provisions of these By-Laws or as required by the Articles of Incorporation or law; be the custodian of the corporate records of the EDP; maintain a register of the post office address of each member of the Board of Directors, and in general, shall direct all duties incident to the office of Secretary and such other duties as may be designated from time to time by the Elected Board of Directors.

Section 7 - Executive Director: The Executive Director shall be the chief executive officer of the WEDP. The Executive Director's duties shall include, but not be limited to, the transmittal of official correspondence, preservation of all documents, books, and communications, keeping of books of accounts, and maintaining accurate records of the proceedings of the Board and all committees. The Executive Director shall engage, discharge, and supervise all employees, including fixing their duties and compensation within budgetary limits with the approval of the Board. The Executive Director shall supervise the business affairs to ensure that funds are collected, and obligations are paid out in a timely and advantageous fashion. The Executive Director shall prepare and present to the Board regular reports reflecting the effectuation of the goals of the Corporation. The Executive Director shall act as one signer or one of the co-signers on authorized drafts. Compensation of the Executive Director shall be determined by the Executive Committee of the Board and reviewed annually. Upon recommendation by the Executive Committee, the Board may dismiss the Executive Director by a vote of two-thirds (2/3) of all of the Directors. The

Executive Director shall be subject to such policies and procedures as the Board may set forth from time to time. Upon termination of his or her duties, the Executive Director shall deliver to the Board all books, papers, and property of the WEDP.

ARTICLE IV – NOMINATIONS

Section 1 - Nominating Committee: A Nominating Committee of five individuals shall be appointed by the Chairman with the approval of the Board on or before the first day of July of each year. There shall be no more than one individual from any one affiliated group of employers serving on the Nominating Committee at any time.

Section 2 - Duties: The Nominating Committee shall nominate that number of qualifying individuals as Directorships are to be filled. Sixty days prior to the Annual Meeting, the Nominating Committee shall submit its list of nominees to the Board or its designated person.

Section 3 - Other Nominations: Nominations for Directors may also be made by the filing of a petition, signed by at least five (5) Directors, with the Secretary, Executive Director, or Chairman of the WEDP at least thirty (30) days prior to the Annual Meeting. No nominations may be made from the floor during the Annual Meeting or in any other manner not explicitly authorized by these By-Laws.

ARTICLE V – EXECUTIVE COMMITTEE (OPTIONAL)

Section 1 - Composition: The Executive Committee, if created, shall consist of the Chairman, Treasurer, Secretary, and such additional Elected Directors as the Elected Directors may from time to time deem necessary up to a total of seven (7) Elected Directors. The Elected Directors shall select the Executive Committee from among the Elected Directors. The Executive Director and the Village Administrator or his/her designee shall be ex-officio non-voting members of the Executive Committee.

Section 2 - Powers: The Executive Committee shall, in the interim period between Board meetings, have all powers of the Board as provided by law, the Articles of Incorporation of the WEDP or these By-Laws and be fully empowered to make all decisions relating to WEDP matters, except the Executive Committee shall not have the power to (i) elect Directors, (ii) elect officers, or (iii) amend the By-Laws pursuant to Article XII. Each of these actions shall require approval by the Board. The Executive Committee may serve as a Committee of the Whole of the Board.

Section 3 - Quorum: A majority of the Executive Committee shall constitute a quorum.

Section 4 - Duties: The Executive Committee shall provide guidance to the Executive Director, annually make an appraisal of his or her performance in keeping with the job description and official duties and cause a detailed review of all books and accounts to be made and presented to the Board.

ARTICLE VI – COMMITTEES

Section 1 - Designation: The Chairman shall appoint such other committees and their chairmen as is necessary to conduct the business of the WEDP, subject to confirmation by the Board. The Board shall authorize and define the powers, duties, and terms of all standing and special committees, except for those committees outlined in these By-Laws.

Section 2 - Duties: All committees shall report their actions and findings and keep and present minutes of their actions to the Board.

ARTICLE VII – FINANCE

Section 1 - Revenues: The revenues of the WEDP shall be derived from operating agreements, grants, donations, and activities designed to advance the mission and objectives of the WEDP, provided, however, that the Board, in its sole discretion, shall have the right to reject any funds or property.

Section 2 - Commitments: The Board shall approve an annual budget. The Executive Director shall pay all obligations or expenses. The Board of Directors shall determine the means of disbursement and the authority limits of the Executive Director. Expense amounts beyond the authorities given to the Executive Director shall be approved by the Board in advance.

Section 3 - Auditing of Accounts: The accounts of the Corporation shall be audited by a Certified Public Accountant annually at the close of the fiscal year and the report given to the Board.

ARTICLE IX – MISCELLANEOUS

Section 1-Laws: The Board shall be responsible for WEDP's following all federal, state, and local laws, statutes, rules, and regulations.

Section 2 - Parliamentary Procedure: The proceedings of the WEDP shall be governed by and conducted according to the most current edition of Robert's Rule of Order as it may exist from time to time.

Section 3 - Books and Records: The WEDP shall keep books and records of account and shall keep minutes of all proceedings of its Board and committees. All books and records of the WEDP may be inspected by any Director or his agent or attorney for any proper purpose at any reasonable time.

Section 4-Notices: Notices of meetings shall be given to Directors not less than three (3) days and not more than one hundred twenty (120) days before a meeting. A notice may be given (i) personally, in which event it shall be deemed served when delivered; (ii) by facsimile, in which event it shall be deemed served when sent with proof of confirmation if during a business day; otherwise as of the next business day;

(iii) by email, in which event it shall be deemed served when sent if during a business day; otherwise as of the next business day; or (iv) by regular mail, in which event it is deemed

served two (2) business days after mailing. Notwithstanding the preceding, if there are Board matters that require immediate action, a notice of a Special Meeting of the Executive Committee shall be given to the Members of the Executive Committee (i) by email, and (ii) by telephone, at least two (2) hours before such meeting. The Director's responsibility shall be to have current facsimile, email, and address information on file with the WEDP.

Section 5 - Waiver of Notice: Whenever any notice whatsoever is required to be given by statute or by the By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE X – INDEMNIFICATION

Section 1- Indemnification: The WEDP shall indemnify and defend its Directors and officers against expenses incurred by them in connection with the defense or settlement of any action, lawsuit, or proceeding to which they were named a party by reason of their having been Directors or officers. No Director or officer, however, shall be indemnified by the WEDP when the Director has been adjudged in the action, suit, or proceeding to be liable for willful misconduct in the performance of a duty, or when the action, suit, or proceeding has been settled by an agreement predicated on the existence of such liability.

ARTICLE XI – DISSOLUTION

Section 1 - Dissolution: The WEDP shall use its funds only to accomplish the purpose and mission specified in these By-Laws, and upon dissolution, no part of said funds shall be used for or is to be distributed to the Directors or employees of the WEDP.

On dissolution of the WEDP, any remaining funds that were provided by the Village shall be returned to the Village. Any remaining funds raised by other means shall be distributed to one or more organizations organized and operated for charitable, education, scientific or philanthropic purposes as shall at the time qualify as an exempt organization under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue Law, as the Directors, shall determine.

ARTICLE XII – AMENDMENTS

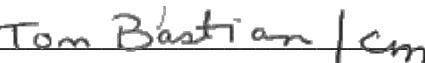
Section 1- Procedures: These By-Laws may be amended by a vote of two-thirds (2/3) of all Directors at any Regular Meeting or any Special Meeting called for that purpose, provided a ten (10) day notice has been given to all Directors.

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON THE BEHALF OF THE VILLAGE OF WILLOWBROOK, A FOUR (4)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FOP LABOR COUNCIL

AGENDA NO. 11.**AGENDA DATE:**
10/24/2022**STAFF REVIEW:** Robert Schaller, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:** **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

The Village of Willowbrook and the Illinois FOP Labor Council have concluded contract negotiations and have reached a tentative four (4) year collective bargaining agreement, effective May 1, 2022, and terminating April 30, 2026, providing for wages and other benefits to members of the Union, subject to the approval by the Village and Union membership.

The Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 et seq.) to negotiate and enter into a multi-year collective bargaining agreement. The corporate authorities of the Village of Willowbrook deem in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

A copy of the collective bargaining agreement between the Village of Willowbrook and the Illinois FOP Labor Council is attached hereto as Exhibit "A."

Should there be a consensus on the proposed collective bargaining agreement, the Mayor and the Village Clerk would be authorized and directed to execute and attest, respectively, to said collective bargaining agreement on behalf of the Village of Willowbrook. The tentative agreement has been approved and executed by the appropriate representatives of the Illinois FOP Labor Council.

ACTION PROPOSED: Adopt the Resolution

RESOLUTION NO. 22-R-_____

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE MAYOR TO EXECUTE, AND AUTHORIZING THE VILLAGE CLERK TO ATTEST TO, ON BEHALF OF VILLAGE OF WILLOWBROOK, A FOUR (4)-YEAR COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF WILLOWBROOK AND THE ILLINOIS FOP LABOR COUNCIL

WHEREAS, the Village of Willowbrook (the “Village”) and the Illinois FOP Labor Council (the “Union”) have concluded contract negotiations and have reached a tentative four (4)-year collective bargaining agreement, effective May 1, 2022 and terminating April 30, 2026, providing for wages and other benefits to members of the Union, subject to approval by the Village and Union Membership; and

WHEREAS, the Village is authorized, pursuant to the provisions of the Illinois Public Labor Relations Act (5 ILCS 315/1 *et seq.*), to negotiate and enter into a multi-year collective bargaining agreements; and

WHEREAS, the corporate authorities of the Village of Willowbrook deem it in the best interest of the Village to approve the collective bargaining agreement, subject to prior approval and execution by the Union.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

SECTION 1. That certain four (4)-year collective bargaining agreement between the Village of Willowbrook and the Illinois FOP Labor Council, a copy of which is attached hereto as Exhibit “A,” is hereby approved.

SECTION 2. The Village Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, to said collective bargaining agreement, on behalf of the Village

of Willowbrook, subject to the prior approval and execution of said collective bargaining agreement, by the appropriate representatives of the Illinois FOP Labor Council.

PASSED and APPROVED this 24th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

ILLINOIS FOP LABOR COUNCIL

And

VILLAGE OF WILLOWBROOK Sergeants & Police Officers



May 1, 20192022 – April 30, 20222026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: www.fop.org

24-hour Critical Incident Hot Line: 877-IFOP911

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PREAMBLE

This Collective Bargaining Labor Agreement is entered into by and between the VILLAGE OF WILLOWBROOK, hereinafter also referred to as the “EMPLOYER” or “VILLAGE,” and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter also referred to as the “UNION” or “LABOR COUNCIL.”

ARTICLE 1 RECOGNITION

Section 1.1 Representative Unit

Pursuant to ILRB Case No. S-UC-(S)-13-001 the Employer recognizes the Union as the sole and exclusive representative for all sworn police officers employed by the Village of Willowbrook in the ranks or titles: Patrol Officer, Sergeant.

Excluded: Chief of Police, Deputy Chief and all supervisory, managerial, and confidential employees. For purposes of this contract, the term “Officer,” “Police Officer” or “Covered Member” or such similar reference shall apply to the position of “Sergeant,” unless denoted otherwise.

Section 1.2 Dues Check-Off

With respect to any covered member from whom the Employer receives individual written authorization, signed by the covered member, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the covered members the dues and initiation fee required as a condition of membership on the Union, or a representation fee, and shall forward such amount to the Union within (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union.

Section 1.3 Indemnification

The Labor Council 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 this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE 2 PROBATIONARY OFFICERS

Officers hired by the Employer shall serve a probationary period of eighteen (18) months. Laterally hired Officers shall serve a twelve (12) month probationary period. Probationary Officers are covered by the terms of this contact; however, the parties recognize that probationary Officers may pursue any remedies which are available to them under law. This Article shall not apply to Sergeants. Time absent from work when no compensation is paid shall not apply toward satisfaction of the probationary period. During the probationary period, an officer is entitled to all rights, privileges or benefits under this Agreement, unless otherwise expressly provided. The Village may suspend or discharge a probationary officer without cause and such officer shall have no recourse to the grievance procedure to contest

such suspension or discharge. As a condition of employment, all new hires shall be required to sign a written reimbursement agreement with the Village, in which the new patrol officer agrees to reimburse the costs incurred by the Village for training the new patrol officer under the terms and conditions, as clearly set forth in Section 18.16, "Police Officer Reimbursement Obligation."

ARTICLE 3 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Labor Agreement, the Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Police Department.
2. To determine and change the purpose, composition and function of each of its constituent departments and subdivisions.
3. To set standards for the services to be offered to the public.
4. To direct covered members of the Police Department, including the right to assign work and overtime.
5. To hire, examine, classify, select, promote, train, transfer, assign and schedule covered members.
6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve covered members from duties because of lack of work or funds or other proper reasons.
7. To establish work schedules and to determine the starting and quitting time, and the number of hours worked.
8. To establish, modify, combine or abolish job positions and classifications.
9. To contract out work.
10. To add, delete or alter methods of operation, equipment or facilities.
11. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased.
12. To establish, implement and maintain an effective internal control program.

13. To suspend, demote, discharge or take other disciplinary action against covered members in accordance with Illinois law.
14. To add, delete or alter policies, procedures, general orders, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Labor Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Labor Agreement.

ARTICLE 4 ENTIRE AGREEMENT

This Labor Agreement constitutes the complete and entire Labor Agreement between the parties and concludes collective bargaining between the parties for its term, subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act. This Labor Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Labor Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article 3. 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 or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Labor Agreement.

ARTICLE 5 NO STRIKE

Section 5.1 No Strike

Neither the Labor Council nor any covered member, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situations, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of Patrol Officer, Sergeant or steward of the Labor Council occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Labor Council agrees to inform its members of their obligations under this Labor Agreement and their obligation not to strike as imposed by the Illinois Public Labor Relation Act and to direct them to return to work.

Section 5.2 Union's Responsibility

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

- A. Publicly disavow such action by the covered members or other persons involved.

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- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Union.
- C. Notify the covered members stating that it disapproves of such action instructing all employees to cease such action and return to work immediately.
- 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 Employer to accomplish this end.

Section 5.3 Discipline of Strikers

Any covered member who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Village against any covered member who participates in any action prohibited by Section 5.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, provided that the Labor Council shall have the right to grieve whether the covered member engaged in an action prohibited by Section 5.1 but, if the Village's determination is shown to be correct, not the appropriateness of the penalty imposed or any other issue. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

ARTICLE 6 HOURS OF WORK

Section 6.1 Purpose of Article

Nothing herein shall be construed as a guarantee of hours of work per day, per week or per work cycle, and nothing within shall preclude the Employer from restructuring the normal workday, work week or work cycle. It is the Employer's intent that such changes will be infrequent.

Section 6.2 Work Schedules

The Employer shall continue to post the work schedules showing the shifts, workdays and work hours to which covered members are assigned.

Section 6.3 Hours of Work

Except as provided elsewhere in this Agreement, covered member's normal work hours shall generally consist of eight (8) consecutive hours of work. Each eight (8) hour workday shall include a thirty (30) minute paid lunch break and two fifteen (15) minute coffee breaks, which may be combined by the covered member, circumstances permitting. Failure to secure said breaks as a result of workload shall not occasion the payment of overtime.

Section 6.4 Overtime Compensation

All hours worked in excess of ~~one hundred sixty (160)~~eighty (80) hours in the ~~twenty eight (28)~~fourteen (14) day work cycle shall be compensated at the overtime rate of time and one half (1 $\frac{1}{2}$) the covered member's regular hourly rate of pay. Hours paid for but not worked shall be considered as hours worked for purposes of computing overtime.

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Section 6.5 Required Overtime/Patrol Officers

The Chief of Police or designee(s) shall have the right to require overtime work, and full-time Patrol Officers may not refuse overtime assignments. In non-emergency situations, the Chief of Police or designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific full-time Patrol Officers may be selected for special assignments based on specific skills, ability and experience they may possess.

Scheduled Overtime Posted overtime assignments for full-time Patrol Officers shall be filled by rotating seniority based on the seniority list posted in the patrol room. Patrol Officers shall make one (1) selection from the posted overtime when the pin is on their name. Full-time Patrol Officers will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00 am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty Patrol Officer will be ordered to fill the vacancy.

Unscheduled Overtime Vacancies created shall be offered to full-time Patrol Officers on duty by seniority. If the vacancy is not filled by a full-time Patrol Officer on duty, such shall be offered to off duty full-time Patrol Officers by seniority, to the most senior first, then in descending order. If the vacancy still remains unfilled, other covered members in the rank of Sergeant will be provided the opportunity for the overtime as described in Section 6.11. If the vacancy still remains unfilled, other covered members will be provided the opportunity for the overtime. If the vacancy is not filled after all covered members as denoted above have been offered the opportunity, the vacancy shall be filled by the least senior full-time covered member in the rank of Patrol Officer on duty for the shift needing to be filled. Until two (2) or more Sergeants are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in this Section 6.5.

Overtime Details

All overtime details (excluding shift overtime) shall be made available to all bargaining unit members. Bargaining unit members shall make selections based on the pick/pass process in accordance with the scheduled overtime procedure.

Section 6.6 Officer-In-Charge

Effective May 1, 2019 Upon ratification and execution of this Agreement by the Union, officers designated as Officers-In-Charge will be paid \$5.75 for each hour worked in that capacity, shall receive additional compensation in the amount of an eleven percent (11%) premium calculated off the highest patrolman hourly rate of pay listed salaries per Section 23.1 for each hour worked in that capacity.

Section 6.7 Call Back

Covered members who are called back for hours which are not immediately contiguous to the normal working schedule shall be guaranteed a minimum of two (2) hours' work at the overtime rate.

Section 6.8 No Pyramiding

Compensation shall not be paid, or compensatory time taken more than once for the same hours under any provisions of this Article of Agreement. If a subpoena, court summons, or other court request that may cause hours to be paid is received for an officer, the Chief of Police or his designee shall review the schedule and decide whether the court's request needs to be rescheduled. The officer shall comply with the terms of the court's request as notified on the Plan IT scheduling application. If the court's request coincides with a covered member's previously scheduled time off, the officer will be paid the overtime rate of time-and-one-half for a minimum of three (3) hours or the actual hours spent on duty, whichever is greater.

Section 6.9 Compensatory Time

Covered members may continually add to their compensatory time bank up to eighty (80) hours of replenishable time; provided that each year on April 15th, the Village shall reduce the covered members' compensatory time banks by cashing out any compensatory time that is in excess of fifty (50) hours by paying those members the current hourly rate for those hours in excess of fifty (50), so that no covered members' bank exceeds fifty (50) hours. In order to facilitate this reduction in compensatory time, covered members who have in excess of fifty (50) hours of compensatory time in their banks on April 15th shall not be permitted to accrue additional compensatory time, until the following May 1st, and covered members who have fifty (50) hours or less of compensatory time in their banks on April 15th shall not be permitted to accrue compensatory time in excess of fifty (50) hours, until the following May 1st. Compensatory time in lieu of overtime pay may be taken with the approval of the Chief of Police or designee.

Section 6.10 Field Training Officer

A covered member assigned as a Field Training Officer (FTO) shall receive additional compensation in the amount of one (1) hour at the covered member's overtime rate for each shift of service as an FTO.

Section 6.11 Required Over-Time/Sergeants

The Chief of Police or designee(s) shall have the right to require overtime work, and Sergeants may not refuse overtime assignments. In non-emergency situations, the Chief of Police or designee(s), as a general rule, shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific Sergeants may be selected for special assignments based on specific skills, ability and experience they may possess.

Scheduled Overtime Posted overtime assignments for Sergeants shall be filled by rotating seniority based on the seniority list posted in the patrol room. Sergeants shall make one (1) selection from the posted overtime when the pin is on their name. Sergeants will have twenty-four (24) hours in which to make the selection, with the pin moving at 9:00 am every day. The Department command shall be responsible for moving the pin Monday through Friday, with the

Day Shift supervisor responsible for moving the pin on Saturday and Sunday. Any assignment not filled by the regular process on the day before the assignment; (Friday for Sunday and Monday details), shall be filled by pick or pass. A pick or pass movement is defined as the acceleration of the pick process from twenty-four (24) hour selection period to an immediate pick or pass process. If the assignment remains unfilled four (4) hours before the start of the detail the following will be implemented: If the assignment is for shift coverage, the least senior on-duty Sergeants will be ordered to fill the vacancy.

Unscheduled Overtime Vacancies created shall be offered to Sergeants on duty by seniority. If the vacancy is not filled by a Sergeant on duty, such shall be offered to off-duty Sergeants by seniority, by the most senior first, then in descending order. If the vacancy still remains unfilled, other full time Covered Members in the rank of Patrol Officer on duty will be afforded the opportunity to fill the vacancy, by seniority. If the vacancy is not filled by a Full Time Covered Patrol Officer on-duty, off-duty full time Covered Patrol Officers by seniority, to the most senior first, then in descending order, will be provided the opportunity for the overtime. If the vacancy is not filled after all Covered Members, as denoted above, have been offered the opportunity, the vacancy shall be filled by the least senior Sergeant on duty for the shift needing to be filled. Until two (2) or more Sergeants positions are staffed by the Village, Sergeants will be treated as Patrol Officers, for purposes of filling overtime assignments, as described in Section 6.5 of this Agreement. Whenever two (2) or more Sergeants positions are staffed by the Village, overtime assignments for shift work and details (scheduled and unscheduled) for a Sergeant's position shall be first offered to Sergeants, in accordance with the procedures described in Section 6.11.

ARTICLE 7 HOLIDAYS

Section 7.1 Holidays

The following are designated holidays for purposes of this Article:

New Year's Day	Thanksgiving
Martin Luther King Day	Day After Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	<u>Juneteenth</u>

Covered members shall receive ~~eleven (11)~~twelve (12) days of paid holidays within each anniversary year. Covered members shall request the use of a holiday and approval shall be given by the Chief of Police or designee with regard due to scheduling considerations, but approval of the use of holidays shall not be unreasonably denied. If an employee uses holiday time prior to the occurrence of said holiday time, the employee, upon separation from employment, will reimburse the Village time that is owed. At the separation of any covered member from Village employment, the Employer shall pay to such covered member any additional compensation equal to the accrued and prorated pay rate of holidays for the current anniversary year. Covered members will be paid extra pay, at their regular rate, for the hours they work on holidays. The carryover of holiday time shall be permitted, only if authorized in advance by the Chief of Police or designee.

Section 7.2 General Leaves of Absence

Covered members shall be entitled to general leaves of absence as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Labor Agreement.

Section 7.3 Military Leave

The Village shall comply with the requirements of all current state and federal statutes regarding military leave, compensation, benefits and reinstatement, including but not limited to the Public Employee Armed Services Rights Act, 5 ILCS 330/10 or as amended. The Local Government Employees Benefits Continuation Act, 50 ILCS 140 or as amended; and the Illinois Family Military Leave Act, 820 ILCS 151/1 *et seq.* or as amended.

Section 7.4 Jury Duty

Covered members shall be entitled to leave for jury duty as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.5 Benefits While on Leave

Covered members shall be entitled to receive benefits while on approved leave as set forth in the Village of Willowbrook Personnel Manual in effect at the date of execution of this Agreement.

Section 7.6 Public Employee Disability Act Leave

Covered members will be afforded all applicable health coverage rights, wages, pension contributions and benefits pursuant to Section 10 of the current Illinois Public Safety Employee Benefits Act, 820 ILCS 320/10 or as amended. A covered member who sustains injuries and/or contracts a contagious disease in the line of duty which renders the covered member unable to perform their job duties will be afforded all applicable rights to leave pursuant to the current Illinois Public Employee Disability Act, 5 ILCS 345/1 *et seq.* or as amended.

Section 7.7 Family and Medical Leave

The Village offers Family and Medical Leave pursuant to the Family and Medical Leave Act, or as amended.

Section 7.8 Family Military Leave

Covered members will be afforded all applicable rights to family military leave pursuant to the Illinois Family Military Leave Act, 820 ILCS 151/1 *et seq.*, or as amended.

ARTICLE 8 INSURANCE

Section 8.1 Coverage

The Employer shall provide for each covered member term life insurance policy in an amount not less than one and three-quarters (1 $\frac{3}{4}$) times base pay (annual base salary plus longevity) not to exceed \$275,000, at the Employer's expense. In addition, the Employer shall provide for each covered member accidental death and dismemberment insurance in the same amount at the Employer's expense. The Employer shall allow covered members collectively to purchase at the covered member's expense additional life insurance or accidental death and dismemberment insurance up to \$100,000. Premiums for this additional coverage shall be paid through regular

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payroll deductions. The Employer shall provide, for each covered member, comprehensive medical and dental insurance, including major medical insurance, at the Employer's expense. At the request of covered member, the Employer shall provide comprehensive medical and dental insurance, as provided to the covered member, to any eligible dependent of the covered member. The Employer's contribution toward the cost of the premium for dependent coverage will be eighty percent (80%) for both dental and health (HMO) insurance. The Employer will pay one hundred percent (100%) of the covered member's premium for both dental and health (HMO) insurance. The Village agrees that it will use its best efforts to prevent any reductions in optical benefits provided in the current HMO plan. The formula for calculating the employee's percentage of the premium contribution for all levels of coverage shall remain unchanged until December 31, 2022, Effective January 1, 2023, and continuing thereafter, the Employer's contribution toward the cost of the premium for HMO coverage will be eighty-eight percent (88%), and the Employer's contribution toward the cost of the premium for PPO coverage will be eighty-five percent (85%). The employee shall pay twelve percent (12%) of the premium for HMO health insurance or fifteen percent (15%) of the premium for PPO coverage, regardless of the tier of coverage (single, employee plus spouse, employee plus child(ren) or family) that is selected by the employee. The Employer will pay eighty-eight percent (88%) of the premium for dental insurance, and the employee will pay twelve percent (12%) of the premium for dental insurance, regardless of the tier of coverage.

Section 8.2 Termination of Coverage

Benefits for life, medical, dental and accidental death and dismemberment shall terminate immediately upon resignation or termination. Covered members shall, however, be afforded all rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 and any amendments to that statute.

Section 8.3 Pensioned Officers

Any pensioned covered member shall be eligible to make application for conversion of benefits at their expense consistent with applicable laws. The Employer agrees to make its best effort to help secure such conversion benefits if requested by the covered member. Any covered member on leave of absence with or without pay or on temporary leave or on an extended disability leave shall have life, dental, medical and accidental death and dismemberment benefits as determined by the Village Administrator consistent with law. The Village Administrator's determination shall be provided to the covered member, in writing, prior to the termination of any benefits. Such options of the Village Administrator may include:

- A. Full benefits at Employer's expense; or
- B. Full benefits at the covered member's expense; or
- C. Conversion privileges at Employer's expense; or
- D. Conversion privileges at the covered member expense.

Section 8.4 Termination of All Benefits

Notwithstanding the above, the Village Administrator shall not grant benefits at the Employer's expense for a period exceeding thirty (30) days without first securing the approval of the Mayor and Board of Trustees. A covered member disputing the decision of the Village Administrator may appeal the decision per Article 16 Grievance Procedure.

Section 8.5 Death of an Officer

In the event that a covered member dies while employed by the Village, the dependents of the covered member may make application for a continuation of medical and dental benefits. Should such dependents be eligible for such coverage as determined by the applicable carrier, the Employer shall provide for the full cost of such participation for one (1) full year following the death of the covered member.

Section 8.6 Health Insurance Buy-Back Program

Any covered member who does not want to be covered by a Village health insurance plan may decline the coverage. This includes a covered member declining family coverage, single coverage or declining dependent coverage and keeping single coverage (such covered member must be eligible for the form of coverage). However, because having health insurance is vitally important, no individual will be allowed to decline coverage unless they can offer proof of coverage under another health insurance policy. A covered member may only terminate their health insurance election to receive the buy-back benefit during the annual open enrollment period, and/or upon a qualifying event (*e.g.*, divorce, birth of a child). Covered members wishing to terminate their health insurance coverage in order to take advantage of this policy must complete a waiver form and return it to the Finance Department. This waiver will apply to both single (employee only) and dependent and family coverage. A copy of a current medical insurance card showing evidence of coverage through another health insurance carrier must be attached. Following this submission verifying coverage, the insurance through the Village will be terminated effective the first day of the following month after the form is submitted to Finance. Covered member's wishing to take advantage of this policy acknowledge that neither the Village nor the Union is liable for any losses sustained by an covered member electing to waive their health insurance coverage(s) under the existing group insurance plan in favor of coverage under an outside plan of any kind; and further, that the covered member assumes all risks in deciding to waive coverage pursuant to this Section. If single coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If family coverage is waived the reimbursement is fifty percent (50%) of the current single premium the Village pays. If dependent coverage is waived (employee goes from family to single coverage) the reimbursement is fifty percent (50%) of the current single premium the Village pays. The reimbursement will be distributed through payroll over twenty-four (24) pay periods. All payments are considered income and are subject to normal withholdings. Individuals whose spouse is also a Village employee are eligible for this reimbursement plan.

Re-enrollment: Re-enrollment to Village coverage can be accomplished during the open enrollment period annually or immediately if the other coverage is terminated. It is understood that this section does not alter COBRA requirements of the Employer and covered member.

ARTICLE 9 VACATIONS

Section 9.1 Vacation Leave

All covered members are eligible for vacation with pay as follows:

- A. Covered members are entitled to ten (10) working days' vacation per year upon the completion of twelve (12) months of service.
- B. Covered members are entitled to fifteen (15) working days' vacation per year upon the completion of sixty (60) months of service.
- C. Covered members are entitled to twenty (20) working days' vacation per year upon the completion of one hundred and twenty (120) months of service.
- D. Covered members are entitled to twenty-five (25) working days' vacation per year upon the completion of one hundred and eighty (180) months of service.
- E. Covered members are entitled to thirty (30) working days' vacation per year upon the completion of two-hundred forty (240) months of service.**
- F. Covered members are entitled to thirty (30) working days' vacation plus one (1) additional day for each twelve (12) months of service thereafter, upon the completion of three hundred (300) months of service.**

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Section 9.2. Vacation Computation

All vacation shall be computed from the anniversary date of employment.

Section 9.3 Vacation Approval and Scheduling

The time at which a covered member shall take their vacation and the length of the vacation shall be determined by the Chief of Police with due regard to the wishes of the covered member and with particular regard to the needs of the Employer.

Section 9.4 Accumulation of Vacation Leave

Vacations are to be taken in the year subsequent to the year in which they are earned. In exceptional circumstances, vacations may be postponed to the next six (6) months but not longer, with the approval of Chief of Police and the Village Administrator.

Section 9.5 Pay in Lieu of Vacations

Vacations are provided for the recreation and relaxation of covered members. Accordingly, there is no pay in lieu of vacation leave.

Section 9.6 Advancement of Vacation Pay

Upon request the Chief of Police or the Village Administrator may approve the issuance of vacation pay on the last regular paycheck prior to approved vacation leave. Such approval may not be unreasonably withheld.

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Section 9.7 Termination of Employment

Upon termination of employment, a covered member shall be eligible for accrued, prorated vacation leave.

Section 9.8 Officers on Special Leave

Covered members on special leave shall be subject to the following:

- A. Covered members on disability, military, or sick leave for less than thirty (30) days shall earn vacation at the normal rate discussed above.
- B. Covered members on special leave without pay shall not earn vacations for the period of the leave.
- C. Covered members on leave receiving Workers' Compensation benefits from the Employer shall earn vacation at the normal rate discussed above.

ARTICLE 10 BEREAVEMENT, EMERGENCY, AND SICK LEAVE

Section 10.1 Bereavement Leave

Covered members may be granted bereavement leave of absence with pay in cases of death of a member of the covered member's immediate family, defined as husband, wife, children, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, or grandmother (including step or half relatives in the foregoing classifications), grandfather in-law, grandmother in-law, aunt, uncle or other relatives that the Village Administrator may designate. Bereavement leave shall be granted for a maximum of three (3) working days, unless otherwise approved by the Village Administrator.

Section 10.2 Emergency Leave

Covered members may be granted time off in cases of a medical emergency involving a husband, wife, child, father, or mother (including step relatives in the foregoing classifications). In addition, covered members may be granted time off in cases of a medical emergency involving other members of the Covered member's immediate family, as defined in Section 10.1, provided such person actually resides in the covered member's home. A "medical emergency" is an acute medical situation warranting the covered member's immediate presence and does not include pre-scheduled medical procedures, doctor's appointments, routine illnesses like colds or the flu, or similar types of medical care and conditions. Emergency leave will be granted by the Village Administrator for the duration of the emergency up to a maximum of three (3) working days.

Section 10.3 Sick Leave

Covered members shall be eligible for the sickness and disability leave benefits provided herein. The granting of sick leave and disability leave is contingent upon the following conditions:

- A. The covered member is unable to perform his or her assigned duties.

- B. The covered member requesting sick leave or disability leave is subject to a demand of their supervisor or the Police Pension Board when applicable to present themselves to the Village Physician for examination as permitted by law.
- C. The employment status of any covered member on extended sickness or disability leave shall be determined after the end of the initial one (1) year sickness or disability leave by the Mayor and Board of Trustees except as provided by law or as determined by the Police Pension Board. In determining the continuing status of any sick or disabled covered member who may be under the jurisdiction of the Mayor and Board of Trustees, such Board shall take into consideration all factors relevant to the nature of the sickness or the disability and likelihood of the covered members ever being capable of resuming their duties.

~~D. Covered members who have been deemed to have abused this policy shall be subject to disciplinary actions.~~

~~E.D.~~ All covered members shall be eligible to make application to the Police Pension Board. The Police Pension Board shall provide disability benefits as provided by law. Should a covered member either elect not to make such application, or be denied participation in the Police Pension Board, such covered member shall only be entitled to benefits under (F) and (H) below.

~~E.E.~~ All covered members shall be entitled to sick days consistent with the following guidelines:

1. Sick days shall be paid at the rate of one hundred percent (100%) the normal rate of pay except as otherwise provided.
2. Each covered member shall earn one (1) sick day for each completed month of employment.
3. A covered member shall accumulate no more than one hundred forty-four (144) such sick days. Once a covered member has accumulated said one hundred forty-four (144) days, the covered member shall not be eligible for any additional accumulation.
4. At the separation of any covered member from the Village, the Employer shall pay to such covered member, as additional compensation, a sum of money which shall equal the covered member current rate of pay times fifty percent (50%) of the number of accumulated sick days not to exceed one hundred twenty (120) days. Any covered member terminated or discharged subsequent to disciplinary action shall not be eligible for this paid additional compensation.
5. Approval of payroll for covered members on sick leave shall be the responsibility of the Chief of Police or designee. Proof of eligibility for

covered members requesting sick leave shall be at the discretion of the Chief of Police or designee. After five (5) occurrences and/or usage in a fiscal year, a doctor's or a physician's assistant or nurse practitioner note will be required for each subsequent personal sick leave usage by the covered member, with the exception of sick time use for family.

Maternity leave benefits shall be provided as any other sick leave benefit.

GF. Notwithstanding any provision contained herein to the contrary, when an illness or injury of a member of a covered members immediate family does not warrant the granting of an emergency leave, a covered member may use sick days to provide necessary care to such family member, subject to the conditions set forth in Paragraph **FE**. For purposes of this Paragraph **GF**, a member of a covered members immediate family is defined as a family member living in the covered members home and a parent, parent-in-law, son, daughter, son-in-law, and daughter-in-law (including stepparents and children), sibling, grandchild, grandparents of a covered member not living in the covered member home.

HG. Notwithstanding any provision contained herein above to the contrary, accumulated sick days may not be utilized as personal time off but rather are intended only to be utilized in the case of illness or injury of the covered member's or a member of their immediate family, as described above. Covered members who have been deemed to have abused this policy shall be subject to disciplinary actions up to and including termination.

IH. Covered members on extended sick or disability leave, that is, sick leave in excess of thirty (30) calendar days shall not accrue vacation leave, sick leave or holiday leave benefits. Further, covered members on special leave without pay shall not earn sickness and disability benefits for the period of the leave.

Section 10.4 Sick Leave Incentive

Each covered member who did not use a sick day in the prior year (May 1 through April 30) shall be provided with three (3) personal days which must be used during the next twelve (12) months (May 1 through April 30) and must be scheduled in advance with approval of the Chief of Police or designee.

ARTICLE 11 TRAINING AND ADVANCEMENT OF EDUCATION – REIMBURSEMENT

Section 11.1 Education Reimbursement

The Employer agrees to continue to reimburse covered members for job-related training programs, on-line courses, prerequisite courses in the pursuit of a college degree, and job-related formal education, including any prerequisite courses for continuing education for covered members from an accredited college or university. Annual reimbursement will be one hundred percent (100%) up to a limit of two thousand two hundred fiftyfive thousand dollars (\$2,2505,000) per covered member who received a grade of "C" or better grade. Reimbursement

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will be made upon submission of proof of successful completion of the program or course with a grade of "C" or better. Covered members who receive education reimbursement will be required to stay with the Village for six (6) months after reimbursement is received. A covered member who terminates employment prior to expiration of the required time, as stated above, shall return to the Village an amount equal to the reimbursement received. Such amounts may be deducted from the employee's final paycheck and termination pay. Covered members who obtain reimbursement under improper circumstances will be required to reimburse the Village and will be subject to disciplinary action.

Section 11.2 On-Duty Training

Covered members attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. Covered members shall be compensated at the covered member's applicable straight or overtime hourly rate of pay for travel time to and from said training, up to a maximum of three (3) hours. Covered members attending training, which is not required by the Department, but at the request of the covered member, shall do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the covered members responsibility. When a covered member is required to attend training, which lasts three (3) or more days, covered member may submit for lunch meal expenses on the required form, not to exceed the state allowance. If a covered member is required to stay overnight, covered member may submit for meal expenses for breakfast, lunch, and dinner on the required form, not to exceed the state allowance.

Section 11.3 Training Academy Expenses

Newly hired covered members attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training and shall be compensated for mileage spent for round trips from either the Police Department or their home whichever is less. While a covered member is attending the academy, the covered member's payroll check, with written authorization, can be mailed to a location specified by the covered member.

ARTICLE 12 UNIFORM/CLOTHING ALLOWANCE

Section 12.1 Initial Uniform Issue

All newly hired covered members shall be provided a complete uniform and other necessary equipment. In addition, newly hired covered members will receive two (2): additional long sleeve shirts, short sleeve shirts, pants and turtlenecks.

Section 12.2 Uniform Allowance

Covered members who are employed as of May 1 of any fiscal year shall receive an annual uniform allowance during the fiscal year, which is between May 1 and April 30. Effective May 1, 2023. The amount of the uniform allowance shall be seven hundred fifty dollars (\$750) one thousand three hundred dollars (\$1,300.00) gross, pre-tax, in a separate check paid on the first payroll of May 1 each year. Effective May 1, 2020, covered members shall receive an annual uniform allowance during the fiscal year of nine hundred dollars (\$900.00). The fiscal year will

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~~be between May 1 and April 30.~~ Officers hired after January 1 will not receive an annual uniform allowance until May 1, because these officers will be given their initial uniforms and equipment, as per Section 12.1. Officers that have been hired prior to January 1 are eligible to receive a full uniform allowance for the following fiscal year (May 1-April 30). Acceptable uniform items shall be determined in accordance with Department rules, and acceptable vendors or manufacturers for shirts and pants will also be determined in accordance with Departmental rules. The Village shall also replace leather jackets and service revolver holsters that are no longer useable due to wear or damage upon approval by the Chief of Police or designee. If the Village adopts a new uniform or equipment item that costs twenty-five dollars (\$25) or more, the Village will reimburse the covered member for the first such item purchased (or, in the case of long sleeve shirts, short sleeve shirts, pants and turtlenecks, for the first set of three items purchased).

Section 12.3 Clothing Allowance

Covered members, who are employed as of January 1 and who are assigned to the Investigative Division shall receive an annual uniform allowance as provided for in Section 12.2. However, to the extent that such covered members do not utilize their uniform allowance to purchase acceptable uniform items, they may utilize any unused portion of their uniform allowance as a clothing allowance for the purchase of business attire outwear in a style suitable for the performance of their duties. As with the uniform allowance, the clothing allowance will be paid out as a reimbursement following the submission of receipts. However, clothing allowance payments will be treated as wages, and the Employer will deduct payroll taxes as required by law.

Section 12.4 Damage to Personal Property

The Village shall reimburse covered members for the reasonable cost of replacement of watches, eyeglasses, ~~sunglasses~~ or contact lenses which are destroyed or damaged in the line of duty, ~~not to exceed two hundred fifty dollars (\$250.00) per incident. If Department-issued equipment/clothing gets damaged in the course of the officer's duties, the Department will replace the damaged items. All incidents of damage are to be documented with the immediate supervisor at the time of occurrence.~~

ARTICLE 13 COURT APPEARANCE AND COURT STAND-BY PAY

- A. All covered members will receive a minimum of three (3) hours of overtime pay for court.
- B. If a covered member is on call-in status, they must contact the Department within the prescribed time; (11:00 am - 12:00 pm) the covered member will receive payment for one (1) hour of overtime.
- C. This policy does not require a covered member to remain at home while on call-in status. The covered member may contact this department from any location as long as the covered member can appear in court at the required time.

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- D. If a covered member calls in and is required to appear, the covered member receives their one (1) hour of overtime for the call-in and an extra minimum of three (3) hours for their court appearance.
- E. Current department practice of providing for the reimbursement of travel time for court appearance shall continue in effect for the term of this Labor Agreement when covered members report for the court appearance from the Village Hall.

Should a covered member choose to report for the court appearance from a location other than the Village Hall, he will not be paid travel time and the covered member's overtime will commence upon their arrival at the court location.

ARTICLE 14 BODY ARMOR/VESTS

The Employer agrees to provide bullet proof vests/body armor replacements every five (5) years minimum level II-A. All vests provided to covered members in accordance with this Article will meet specifications developed by the Employer and shall be the property of the Employer. All covered members will be required to wear the vests/body armor while on duty.

ARTICLE 15 SENIORITY

Section 15.1 Definition of Seniority

Where the term "seniority" is used in this Agreement, it will mean as follows:

- A. Seniority shall be defined as a covered member's length of full-time continuous service as a Police Officer in the Willowbrook Police Department.
- B. In the event that two (2) or more covered members have the same seniority date, seniority shall be determined by the covered member's placement on the Police Commission's eligibility list.
- C. Village employees who become Police Officers shall be afforded seniority credit only for the purposes set forth in this contract.
- D. Except for vacation purposes, probationary Patrol Officers shall have no seniority rights. If a covered member satisfactorily completes the probationary period, their seniority shall be the date of original employment.

Section 15.2 Loss of Seniority

A covered member's seniority will terminate in the following circumstances:

- A. The covered member resigns, quits or retires.
- B. The covered member is discharged or permanently removed from the payroll, and the separation is not reversed.

- C. The covered member does not return to work at the expiration of a leave of absence, provided that if the covered member shows that such failure to return was beyond their control, and covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed two (2) consecutive scheduled work days after the leave of absence expired.
- D. The covered member is absent for three (3) consecutive scheduled work days without authorization, provided that if the covered member shows that such absence was beyond their control, and the covered member made a reasonable effort to communicate the circumstances to the Village promptly, the covered member's seniority will not terminate if the covered member returns to work or obtains authorization for the absence from the Chief or designee at the earliest possible time, not to exceed five (5) consecutive scheduled work days after the commencement of the absence.
- E. The covered member does not return to work when recalled from layoff.

Section 15.3 Application of Seniority

Seniority shall be considered for annual vacation preference and shift selection. Annual patrol shift selections shall be bid by eligible officers in order of seniority. Officers with more than twenty-four (24) months of employment are eligible to bid. On or about August 1st each year, the Chief will seek bids from eligible officers. The total number of shifts eligible for the annual bid will be equivalent to the number of non-probationary officers assigned to patrol.

At any time during the year, the Chief may assign ineligible officers to any shift; however, such assignments shall not be for less than fourteen (14) consecutive calendar days. The assignment of ineligible officers shall not be the basis to transfer any eligible officer from their assigned, bidden shift.

Notwithstanding the foregoing, the Police Chief shall have the right to transfer officers after they have selected, or have been assigned to, a shift under this Section, in order to meet the bona fide operational needs of the Department (e.g., as a result of an employee being assigned to a specialty position; as a result of the loss of an employee due to retirement, injury or other long term leave (defined as a leave having a duration of four (4) consecutive weeks or more); as a result of a suspension of an officer of four (4) consecutive weeks or more duration; or termination of an officer. Any officer transferred shall be given fourteen (14) calendar days advance notice of such transfer, unless such officer waives such notice. Transfers will be made in reverse seniority based on shift pick preference. Such transfers shall not be made for arbitrary, capricious or discriminatory reasons. Any officer who is so transferred to another shift in order to meet a bona fide operational need of the Department shall be reassigned to the officer's former shift, as soon as operationally possible, as deemed by the Chief of Police, following resolution of such operational need. Alternatively, eligible officers shall have the right to request transfer to a shift of higher preference as a result of an employee being assigned to a specialty position; as a

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result of the loss of an employee due to retirement, injury or other long term leave (defined as a leave having a duration of four (4) consecutive weeks or more); as a result of a suspension of an officer of four (4) consecutive weeks or more duration; or termination of an officer; dependent on that such transfer does not hinder the bona fide operational needs of the Department. Such requests shall not be denied for arbitrary, capricious, or discriminatory reasons.

Officers assigned to specialty positions are eligible to make “conditional bids.” In the event an officer is removed from a specialty position mid-year and assigned to patrol, that officer’s conditional bid shall be honored and current officers on patrol may have their shift reassigned, accordingly. If an officer voluntarily leaves a specialty position to return to patrol, that officer will be placed in the vacancy created by the officer replacing such officer in the specialty position.

Prior to the Chief enacting any transfer of an eligible officer in patrol, the Chief will seek volunteers.

Section 15.4 Layoffs and Recall

Should the Employer determine that it is necessary to decrease the number of covered members in the bargaining unit, it will lay off covered members in the order of inverse seniority in accordance with the provisions set forth in the Illinois Compiled Statutes. Affected covered members and the Union will be given notice of contemplated layoffs at least two (2) weeks prior to the effective day of the layoff(s). Laid off covered members will have recall rights for a period of two (2) years.

Section 15.5 Right of Recall

Any covered member who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of layoff, provided the covered member is fully qualified to perform the work to which they are recalled without further training.

Section 15.6 Notice of Recall

Covered members who are eligible for recall shall be given ten (10) calendar days’ notice of recall, which shall be sent to the covered member by certified or registered mail, return receipt requested, with a copy to the Union, provided that the covered member must notify the Chief of Police or designee of the covered members intention to return to work within five (5) days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt request, to the mailing address last provided by the covered member, it being the obligation and responsibility of the covered member to provide the Chief of Police or designee with his latest mailing address. If a covered member fails to timely respond to a recall notice by return mail or in person, the covered members’ name shall be removed from the recall list.

Section 15.7 Seniority List

As soon as practicable after signing of this Labor Agreement, the Employer will furnish the Union a list showing the name, address, job title and last hiring date of each covered member in the bargaining unit, and whether the covered member is entitled to seniority or not. The Employer shall post a similar list without covered members’ addresses. Within thirty (30)

calendar days after the date of posting, a covered member must notify the Employer of any alleged errors in the list or it will be considered binding on the covered member and the Union. When changes or additions to those lists become necessary, the Employer will provide notification to the Union of such changes or additions. A revised seniority list will be posted once a year. After such posting, a covered member must again notify the Employer of any alleged errors or the information in the list shall be considered binding on the covered member and the Union.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1 Definition

A grievance is defined as a claim by a covered member or the Union that the Employer has violated, misinterpreted or misapplied an express provision of this Agreement except that any dispute concerning a matter or issue which is subject to the jurisdiction of the Board of Police Commissioners shall not be considered a grievance, except that all disciplinary actions up to and including termination for non-probationary covered members and at the election of the covered member, can only be appealed through the Labor Agreement's Article 16 Grievance Procedure or the Board of Police Commissioners, but not both. The parties agree that the Chief of Police or designee or agent for the Employer has the right to implement disciplinary action up to and including termination of a covered member for just cause only, and will not file charges with or review with, or present to the Village's Board of Police Commissioners any discipline unless the covered member has opted to have their appeal through the Board of Police Commissioners. Neither the Police Chief or designee nor the Village or their agents will file charges asking the Board of Police Commissioners to impose or review any discipline on any non-probationary bargaining unit employee if the covered member has selected to appeal through Article 16, Grievance Procedure.

The decision of the Police Chief or designee or agent of the Village with respect to any disciplinary action, up to and including termination shall be deemed final, subject only to the review of said decision through Article 16 Grievance Procedure if the covered member has selected appealing through Article 16 Grievance Procedure. The grievance shall be processed in accordance with Article 16 of this Labor Agreement at Step 4 of the procedure. No processing, review, implementation or relief shall be available from the Board of Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 16 of this Agreement. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement.

Section 16.2 Procedure

A grievance filed against the Employer shall be processed in the following manner:

Step 1: The grievance shall be submitted in writing to the covered member's immediate supervisor within seven (7) calendar days after the occurrence of the event giving rise to the grievance, or within seven (7) calendar days after the covered member knew about or reasonably should have known about the occurrence of the event giving rise to the grievance, whichever is later. 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. Within fourteen (14) calendar days after submission of the grievance, the supervisor shall discuss the grievance with the grievant/Labor Council and provide a written answer to the grievant and Labor Council.

Step 2: If the grievance is not settled at Step 1 and the grievant or the Labor Council desires to appeal, it shall be referred by the Labor Council to the Chief of Police in writing within seven (7) calendar days after receipt of the response in Step 1. The grievance shall state specifically the basis upon which the grievant believes the grievance was improperly denied at the previous step in the Grievance Procedure. Within fourteen (14) calendar days after receipt of the appeal, the Chief of Police or a Deputy Chief designated by the Chief shall meet with the grievant/Labor Council and, if no agreement is reached, provide a written answer to the grievant/Labor Council.

Step 3: If the grievance is not settled at Step 2, the grievant shall submit the grievance in writing to the Village Administrator within seven (7) calendar days of the Chief of Police's or Deputy Chief of Police's response. The written grievance submitted to the Village Administrator shall state all facts relevant to the grievance, the provisions of the Labor Agreement allegedly violated, all action taken to date in the Grievance Procedure and the relief suggested. If the Village Administrator deems it appropriate, he may meet and discuss the grievance with the grievant Labor Council representative. The Village Administrator shall provide their written response to the grievant and the Labor Council representative within seven (7) calendar days of his/her receipt of the grievance.

Step 4: If the grievance is not settled at Step 3 and the Labor Council wishes to appeal the grievance, the Labor Council shall notify the Village Administrator of its intent to proceed to arbitration and shall refer the grievance as described below within fourteen (14) calendar days of receipt of the Village Administrator's written response. Only the Labor Council can move a grievance to arbitration.

A. If the parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Employer and the Union will jointly contact the Federal Mediation and Conciliation Service and request it to provide the parties with a list of arbitrators in accordance with its rules and procedures for selecting arbitrators. Such arbitrators must be members in good standing with the National Academy of Arbitrators.

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- B. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally by the parties.
- C. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this section shall prevent the Employer and the Union from voluntarily agreeing on the selection of an arbitrator.

Section 16.3 Limitations on Authority of Arbitrator

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Labor 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 Labor Agreement. The Arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the first step of the Grievance Procedure. 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, or of rules and regulations of governmental administrative agencies that have the force and effect of law. (The Employer is not such an agency.) The Arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer or the Board of Police Commissioners, except the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Any decision or award of the Arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the covered members covered by this Labor Agreement.

ARTICLE 17 UNION REPRESENTATIVES

Section 17.1 Union Representatives

The Employer recognizes the right of the covered members in good standing to select Lodge representatives, and the Labor Council agrees to furnish the Employer with the names of said Lodge representatives selected by the covered members in good standing. The Labor Council representatives shall be deemed as the Union's official spokesperson. Lodge representatives are not permitted to conduct Union business during work hours without the permission of the Chief of Police or designee.

Section 17.2 Union Business

Duly authorized Labor Council representatives of the Union will be permitted at reasonable times to enter the appropriate Village facility for purposes of handling grievances or observing conditions under which covered members are working. The Labor Council representatives will be identified to the Chief/Designee(s) to enter and conduct their business so as not to interfere with the operation of the Employer. If such approval is granted, the Chief/Designee(s) shall designate an area where such business is to be conducted and the period of time to be provided.

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The Labor Council will not abuse this privilege, and such right or entry shall at all times be subject to general department rules applicable to non-employees.

ARTICLE 18 MISCELLANEOUS

Section 18.1 Non-Discrimination

The Employer and the Union agree that neither shall discriminate in employment by reasons of race, color, religion, national origin, political or Union activity, age, sex marital status or handicap. Grievance filed under this Section may be processed up to but not including arbitration. Grievants dissatisfied with the disposition of such grievances may file charges with the applicable administrative agency.

Section 18.2 Bulletin Boards

The Employer will make a bulletin board available for the use of the Union in non-public locations. The Union will be permitted to have posted on this bulletin board notice of a non-controversial nature, but only after submitting them to the Chief/Designee for approval and posting. There shall be no distribution or posting by covered members of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 18.3 Partial Invalidity

In the event any of the provisions of this Labor Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 18.4 Subcontracting

It is the general policy of the Employer to continue to utilize its Officers to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Union recognizes that the Employer has statutory and charter rights and obligations in contracting for matters relating to the Village operations. The rights of contracting or subcontracting are vested in the Employer. In cases of contracting or subcontracting resulting in layoff of employees covered by this Agreement, the Employer will hold advance discussions with the Union prior to letting the contract and will advise the Union of the nature, scope and work to be performed by the subcontracting. The Union will have the opportunity to submit proposals during these meetings for the purpose of decreasing the effects of any subcontracting on members of the bargaining unit.

Section 18.5 Secondary Employment

Covered members may have secondary employment, provided that they shall not be employed in any outside capacity in which they represent themselves as members of the Willowbrook Police Department, and provided further that the Chief reserves the right to deny or cancel secondary employment which fails to meet all of the following conditions:

- A. That said secondary employment shall be with the prior written approval of the Chief.

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- B. That said secondary employment shall not interfere with any of the covered member's obligations to the Village.
- C. That said secondary employment shall not bring the image of the Village or the Police Department into disrepute.
- D. That said secondary employment shall not involve the covered member's use of any Village equipment, facilities, or resources without the Chief's written consent.
- E. That said secondary employment shall not interfere with a covered member's ability to respond to emergency calls.
- F. A covered member shall be allowed to engage in security related employment when said employment is located geographically outside the Village limits. In addition, the covered member must comply with all provisions of General Order 1015 as it may be revised from time to time to comply with Accreditation Standards.

Section 18.6 Ratification and Amendment

This Labor Agreement shall become effective when ratified by the Village Board and the Labor Council and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.7 Inoculations and Immunizations

A. Exposure to Contagious Diseases. The Village agrees to provide for inoculations or immunization shots for members of a covered member's family (family to include all immediate members and those living in the covered member's home prior to the covered members' exposure) when such becomes necessary as a result of said covered members exposure to contagious diseases where said covered member has been exposed to said disease in the line of duty. The covered member agrees that family members shall submit these expenses to their individual insurance carrier prior to the Village paying for same. However, if the insurance carrier refuses said payment the Village agrees to be responsible for said payment.

B. Hepatitis B Inoculations. The Village agrees to provide, and pay all expenses for, Hepatitis B inoculations to those covered members' not previously receiving these shots. This inoculation shall be provided for at a medical facility chosen by the Village.

Section 18.8 Impasse Resolution/Interest Arbitration

The resolution of any bargaining impasse shall be resolved according to the provisions of the Illinois Public Labor Relations Act, 5 ILCS 315/14 or as amended.

Section 18.9 Temporary Light Duty Assignments

In order to aid a temporarily injured covered member through the transitional period toward full recovery from an injury, the Village offers temporary light duty assignments in circumstances

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where light duty work is available. Light duty assignments are not available in connection with and are not intended to cover permanent disabilities. Such assignments are only available to covered members who have completed at least one (1) full year of service. Temporary assignments to light duty work are contingent upon work being available to meet the light duty restrictions within the Department or elsewhere in the Village, if not available in the Department. Changes in employee hours and days of work may be made to facilitate a light duty assignment for non-work-related injuries only. Where a covered member requests light duty, the Department will accept or deny the light duty request based upon the particular circumstances existing at the time of the request (e.g., number of covered members already out on vacation or other leave, the Department's current staffing needs, etc.). All requests for light duty and related communications must be directed to the covered member's immediate Supervisor. Before a light duty assignment will be considered, a covered member must submit a Light Duty Statement form to their Supervisor which has been completed and signed by the covered member's treating physician. Light duty is not available if the treating physician will not state specifically what restrictions are in place or the length of time that the restrictions will remain in effect. Once all restrictions have been clarified by the physician, the Department will determine whether any assignments are available that are consistent with the covered member's restrictions. The Village reserves the right to require a covered member to be examined in reference only to the restrictions by the Village's physician at Village expense, to confirm the ability and need of the covered member to work light duty.

Section 18.10 Duration of Light Duty

For all injuries, (whether work related, or non-work related), light duty will be offered for up to four (4) months in a rolling year for the same condition.

Section 18.11 Light Duty Assignment Scheduling and Pay

A covered member working in a light duty capacity will continue to earn the hourly wages the covered member earned before going on light duty. Covered members on light duty are not eligible for overtime work unless requested by the applicable Supervisor and consistent with the light duty restrictions. A covered member on light duty assignment may not engage in other work or employment during the light duty period unless prior approved and the work is consistent with light duty restrictions. If a covered member engages in other work or employment during the light duty assignment period, the covered member will be deemed to have voluntarily terminated their employment, unless such has been previously approved.

Section 18.12 Requirement for Response to Complaint

No covered member will be required to submit a written or verbal response to any complaint against a covered member by persons in or outside the Willowbrook Police Department, unless said persons cause that the complaint be reduced to writing to include any accusations against the covered member and will include the identity of the complaining party or parties, except for EEOC and Ethics charges. Prior to any report having to be written by a covered member, the covered member will be furnished with a copy of the said complaint and/or relevant data. In any meeting called by Command or supervisory or other Village personnel, in which the covered member reasonably believes that discipline may result from the meeting, the covered member may request Labor Council representation and such request will not unreasonably delay the meeting. No anonymous complaint shall be used for disciplinary or other actions affecting the

covered member, unless it is fully substantiated. An unsubstantiated anonymous complaint shall not be included in a covered members personnel or departmental file but shall be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge.

Section 18.13 Wellness Program

~~Unless prohibited by law, each covered member shall be required to participate in the Village of Willowbrook's annual wellness program offered through the Intergovernmental Personnel Benefit Cooperative (IPBC) and be compensated at the appropriate members' hourly rate of pay offered through the Intergovernmental Personal Benefits Cooperative (IPBC), provided that, the blood screening test be conducted by a trained and certified medical professional. The individual results of such test will remain confidential and results will be provided to the covered member only and not to the Employer or agents of the Employer or any third party. It is understood that an overall summary of testing results will be received by the Village administration, but this report will not contain identities of individual employees. Any results of such test cannot be used or processed for any evaluation purposes or disciplinary action of any kind.~~

Section 18.1413 Personal Information

No covered member shall be required or requested to disclose any item of his personal property, income, assets, source of income, home addresses, individual photographs, personal information, debts, or personal or domestic expenditures (including those of any member of their family or household) unless such information is necessary per a lawful subpoena.

Section 18.13.1 Tobacco Use Restrictions

Employees are prohibited from smoking, chewing, or using tobacco in any form when such use is in the direct contact with the public or during the use of a Village-owned vehicle.

Section 18.1514 Surveillance Equipment

The Village and the Union agree that any car surveillance equipment, mobile/video/audio recording (MVAR) including AVL systems, will only be used for covered members' safety or for/by department supervisory and management personnel during investigations related to use of force, officer involved shootings, formal complaints (signed by the complainant) and pursuits. For purposes of disciplinary investigations, such recordings may not be the sole source to initiate an investigation, but may be used as a supplemental investigative tool, following the initiation of an investigation.

Uniformed Department members in the rank of police officer or sergeant who are assigned to vehicles equipped with in-car video systems will:

1. activate lights and/or sirens to simultaneously audibly and visually record the entire incident for all traffic stops and emergency vehicle operations.
2. manually press the record button, once the officer places a person into the vehicle for transport, to visually and audibly record the entire incident for all transports.

An officer will not be responsible, if any technical malfunctions occur.

A Department member may utilize discretion to activate the in-car camera video system for law enforcement-related activities in the following circumstances:

- a. in situations that the member, through training and experience, believes will serve proper police purpose;
- b. in situations that may help document, enhance, and support the following: arrests, written reports, evidence collection, investigations, and court testimony.

Department members equipped with an in-car video system will not deactivate the system until the member is no longer engaged in that law enforcement-related activity. For the purposes of the deactivation of the in-car video system, the Department has identified the following circumstances as the conclusion of a law enforcement-related activity:

1. the member leaves the scene of the incident; or
2. for citizen or arrestee transports, when the subject has left the vehicle.

Each officer shall be assigned a log-in password to access recorded, stored, or duplicated recorded files. Each password will be unique to each officer and shall not be shared with any other officers. The Chief and/or the Chief's Secretary shall keep the registry of log-in passwords. Log-in and password information shall not be disseminated by the Chief and/or the Chief's secretary, except to the officer it belongs to.

An officer shall only be allowed to view or access recorded, stored, or duplicated mobile/video/audio recording (MVAR) files that were created by that officer, unless such officer is conducting an ongoing criminal investigation, in which case the officer conducting the investigation may view or access any recordings that are relevant to such investigation.

No mobile/video/audio recordings, media or recorded images shall be disseminated to or viewed by any outside agency, person, company, or media outlet, including any and all social media outlets, except to the extent required by law. This shall not prohibit the disclosure or viewing of such recordings by any persons assigned to an ongoing criminal investigation.

Recordings may be shown for staff training purposes if the involved officer(s) submits for showing a recording for staff training purposes. His/her recording shall be submitted to the Chief of Police for training purposes.

Mobile/video/audio recordings entered into evidence will be handled in accordance with evidence retention schedules, in compliance with 720 ILCS 5/14-3 (H-15) (*i.e.*, ninety (90) calendar days) if not otherwise requested for evidentiary purposes or as part of a State's Attorney request a destruction order will be requested upon completion of all criminal cases.

The Chief of Police may review recorded mobile/video/audio recordings for any purpose, and the Deputy Chief may review mobile/video/audio recordings, but only if the Chief of Police is absent longer than three (3) days. The Deputy Chief may only view recorded mobile/video/audio recordings that require immediate attention in the absence of the Chief of Police, as described above. If the Chief or Deputy Chief are unavailable and a mobile/video/audio recording requires immediate review by the senior officer in charge of the Department, the senior officer in charge of the Department may view the mobile/video/audio recordings, provided that an FOP Labor Council representative or bargaining unit steward has been notified and is entitled to be present during the review of the MVAR.

The Employer will maintain a log of any viewing conducted of the mobile/video/audio systems, and the log shall state who reviewed the material, why, and describe what material was reviewed. The affected officer will be notified that such a review will take place. An FOP Labor Council representative or a bargaining unit steward will have, upon request, access to review such logs and/or computer programs that denote such viewings. No remote downloading, copying or viewing, either externally or internally, that circumvents the server or cloud-based storage shall occur without logging in, pursuant to this Section.

The Employer may upgrade the MVAR systems, including recordings, provided that the settings are not inconsistent with this Section. The ~~P~~arties agree that the Employer shall have the right to implement what are commonly referred to as "body cameras," provided that the Employer has adopted a written policy, as required by the Law Enforcement Officer - Worn Body Camera Act, 50 ILCS 706/10-1 *et seq.*, and the Union shall have the right to bargain to impasse any proposed changes to such written policy, provided that such bargaining shall not delay implementation of body cameras. The Village and the Union agree to abide by the provisions of Illinois law regarding the use of body-worn cameras and body-worn camera footage. The parties agree that for purposes of Section 10-20(a)(9)(A) of the Law Enforcement Officer-Worn Camera Act, 50 ILCS 706/10-1, et seq., the Village cannot initiate its own complaint solely based upon body-worn camera footage, except that body-worn camera footage may be utilized by the Village to initiate its own complaint pursuant to Sections 10-20(a)(9)(B) or (C). Except when a complaint has been made or pursuant to Sections 10-20(a)(9)(B) or (C), as provided above, the Village will not review body-worn camera footage, other than for routine audits or as corroboration of other evidence of misconduct. The Union agrees that, by law, the Village must conduct routine audits of body-worn camera footage and this statutory provision does not prohibit an officer from being subject to an action that does not amount to discipline. An officer shall be allowed to view or to access recorded, stored or duplicated recordings created by the officer, except as prohibited by Illinois law. A log of views of all recordings will be maintained within the camera system. Upon request, the Union shall have access to that portion of the log or a recording that involves a case that has resulted in a disciplinary action of a bargaining unit member.

Section 18.1615 Police Officer Reimbursement Obligation

For officers hired after January 1, 2021, in the event that an officer ceases employment with the Village within twenty-four (24) months of commencement of full-time employment as a police officer, due to any cause other than termination by the Department or resignation in lieu of termination or discontinuance due to injury or illness, then such officer shall be required to reimburse the Village for the costs incurred by the Village for the following: tuition or other

attendance costs for the officer attending any Police Training Academy; the costs of such officer's ballistic vest purchased by the Village; and (1) hour at the Step 2 overtime rate of pay for each shift of service that an FTO was assigned to the Officer (hereinafter, the "Reimbursable Costs").

The amount of Reimbursable Costs shall be prorated, based upon the length of the officer's service as a Village police officer, according to the following percentages:

0-3 months of completed service	-	100% of the Reimbursable Costs
4-9 months of completed service	-	75% of the Reimbursable Costs
10-15 months of completed service	-	50% of the Reimbursable Costs
16-20 months of completed service	-	25% of the Reimbursable Costs
20-24 months of completed service	-	15% of the Reimbursable Costs

All officers hired after January 1, 2021 shall be required to execute an authorization to allow the Village to withhold such Reimbursable Costs from the employee's wages and final compensation. A prototype of such authorization is attached to this Agreement as Exhibit C.

Section 18.1716 Retirement Health Savings Plan

The Village agrees that, upon designation by the Union for its members, it will establish payroll deductions and/or transfers for a Retirement Health Savings Plan. The Village shall not be required to contribute to the RHS Plan, nor shall it be responsible for any costs associated with the RHS Plan, except the Village shall pay any enrollment or other fees necessary to establish, but not to maintain, such Plan.

Section 18.17 Mental Wellness Check-Up; Public Act 101-652

With regard to a mandatory meeting with a clinical psychologist, for all members of the Willowbrook Police Department, these meetings are required annually due to the potential for high stress or mentally challenging encounters law enforcement officers face on a daily basis. A mental wellness check-up may help Department personnel address common stress factors encountered during policing and law enforcement activities. Sworn personnel are required to attend the appointment but are not required to respond to any questions, unless they choose to engage with the clinician. A mental wellness check-up is not a Fitness for Duty Examination. Communication between Department personnel and Officer Wellness Program personnel during any program component is considered confidential.

ARTICLE 19 DISCIPLINE OF OFFICERS

Section 19.1 Board of Police Commissioners

The parties recognize that the Board of Police Commissioners of the Village has certain statutory authority over covered members covered by this Labor Agreement, including, but not limited to, the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Police Commissioners, except

that the parties have negotiated an alternative procedure based upon Article 16 Grievance Procedure of this Labor Agreement and as expressed in this Labor Agreement per Article 16, with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of the Board of Police Commissioners at the covered member's election, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the Village's Board of Police Commissioners. Pursuant to Section 15 of the IPLRA and 65 ILCS § 10-2.1-17, the parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Labor Agreement. The parties agree the affected covered member has the option of either appealing the disciplinary action either before the Board of Police Commissioners or Article 16 Grievance Procedure, but not both.

Section 19.2 Written Reprimand

In cases of written reprimand, notation of such reprimand shall become a part of the covered members' personnel file and a copy given to the covered member.

Section 19.3 Observance of Statutory Requirements

The Employer will observe the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 *et seq.*) in conducting an interrogation of a covered member during a formal investigation of the covered member's alleged misconduct. As provided in the Act, the term "interrogation" does not include questioning (1) as part of an informal inquiry or (2) relating to minor infractions of agency rules which may be noted on the covered member's record, but which may not in themselves result in removal, discharge or suspension in excess of three (3) days. The Employer will also observe the requirements of the Illinois Public Labor Relations Act 5 ILCS 315/1 *et seq.*), as construed by the Illinois State Labor Relations Board, regarding the right of a covered member to have Labor Council representation during an investigatory interview.

Section 19.4 Review of Personnel Records

The Employer will accord covered members the rights to inspect, copy, correct and comment upon his/her personnel records that are set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1 *et seq.*).

Section 19.5 Just Cause

No covered member covered by this Labor Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

Section 19.6 Exonerated/Removed Materials

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the covered member in any proceedings, and such materials shall be permanently removed from the employee's personnel and department records and be retained by the Village for use only in any subsequent litigation, an EEOC or Illinois Department of Human Rights proceeding, or an ethics charge. The Village agrees to maintain covered members' personnel files and documents and respond to requests to inspect and copy such files and documents in accordance with the requirements of the Illinois Personnel Record Review Act, 820 ILCS §40/0.01 *et seq.*, or as amended. A copy of any disciplinary action or material related to a covered member's performance which is placed in the

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personnel or Departmental file shall be copied to the covered member within three (3) calendar days of being placed into the personnel or department file. At the covered members request, a rebuttal may be offered to any item placed in the covered members personnel or Departmental file or any other file maintained by the Employer subject to the conditions of the Personnel Record Review Act and subsequent revisions. Disciplinary records, including written reprimands, but not including suspension, will be removed from a covered members file after one (1) year if no further violations of a similar nature have occurred and such will not be used in future disciplinary action involving the covered member.

ARTICLE 20 NO SOLICITATION

The Illinois Fraternal Order of Police Labor Council and the Willowbrook Bargaining Unit agree that their covered members, agents, members, employees, or any person or entity that identifies itself with them will not contact any merchant, resident, citizen or person located within the Village of Willowbrook for any financial, commercial or charitable purpose including but not limited to the solicitation of contributions or donations, the sale of advertising or the sale of tickets to fundraising events without the prior written approval of the Village Administrator. The Illinois Fraternal Order of Police Labor Council also agrees to use its best efforts to obtain the compliance of the Fraternal Order of Police State Lodge and the Fraternal Order of Police Grand Lodge with the requirements of this Article, and to request in writing that these organizations and their contractors and affiliates comply with the same. In the event that the State Lodge and/or the Grand Lodge do solicit, it is agreed that the Illinois Fraternal Order of Police Labor Council will request in writing that the organization not use the name of the Village of Willowbrook, the Willowbrook Police Department, and/or the Willowbrook Police Officers in connection therewith.

ARTICLE 21 DRUG AND ALCOHOL TESTING

A. Covered members are prohibited from:

1. Being under the influence of alcohol or drugs, including cannabis, during the course of the workday.

For purposes of this Article, "drugs" or "illegal drugs" shall mean:

Any controlled substance listed in the Illinois Controlled Substances Act, or any controlled substance listed in Schedule I under the Federal Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Among the drugs covered by this Article is cannabis.

2. Failing to report to their supervisor any known adverse side effects of any medication or prescription drugs they are taking.
3. Consuming, possessing, selling or purchasing any cannabis or illegal drugs at any time during the workday, except as required for work assignments, or when off duty.

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4. Abusing prescription drugs.

B. Type of Testing: Covered members may be tested for drug or alcohol use in any of the following circumstances:

1. When there is reasonable suspicion of drug or alcohol abuse.
2. As part of regularly scheduled physical examinations.
3. Following any vehicular accident involving personal injury or property damage in excess of \$2,000 occurring on duty or on a special detail.
4. When a covered member has been involved in a major incident, such as, a shooting, an injury to arrestees or citizens or where there is suspicion of the use of excessive force.
5. When a covered member is assigned to a departmental drug enforcement group or where a covered member is assigned primarily to drug enforcement.
6. Any covered member who discharges his firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty must submit to drug and alcohol testing by the end of the covered member's shift or tour of duty, in compliance with this Article.

C. Order to Take Test: The Village shall provide the employee with written documentation of the facts or inferences which gave rise to the reasonable suspicion prior to any order requiring a covered employee to take a reasonable suspicion test (*i.e.*, the Supervisor's Observation Report Form for Reasonable Suspicion, attached as Exhibit D).

D. Tests to be Conducted: For drug testing, the Village shall use only a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act, which laboratory shall comply with all Substance Abuse Management Safety & Health Administration (S.A.M.~~HS~~.SH.A.) rules. If the initial test for any drug is positive, a GC/MS confirmatory test shall be required.

E. Results: As to drug testing, the Village shall be notified in the event that a sample has tested positive or negative for a particular drug on both the initial and confirmatory test, under the Federal DOT standards. When a covered member tests positive for drugs per a GC/MS confirmatory test, a violation of this Article shall be established. As to cannabis, a GC/MS confirmatory test result showing 15 Ng/mL of THC shall be considered positive. As to alcohol testing, test results showing an alcohol concentration of .03 shall be considered positive. The Parties agree that if the Illinois Drug Free Workplace Act sets an initial and confirmatory level in the future for cannabis metabolites, such will replace the current THC level noted above.

- F. **Right to Contest:** The Union and/or the employee shall have the right to contest and/or grieve any alleged violation of this Article. In addition, the affected employee has the right to obtain an independent test of the testing sample at the employee's expense.
- G. **Discipline:** The Village reserves the right to discipline employees up to and including discharge for violations of this Article.

ARTICLE 22 LABOR-MANAGEMENT MEETINGS

Section 22.1 Meeting Request

The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, that meetings be held if mutually agreed between Union representative and responsible administrative representative of the Employer. Such meetings may be requested by either party at least seven (7) calendar days in advance by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, shall not be unreasonably withheld and shall be limited to:

- A. Discussion on the implementation and general administration of this Labor Agreement.
- B. A sharing of general information of interest to the parties.
- C. Notifying the Union of changes in conditions of employment contemplated by the Employer which may affect covered members.
- D. Discussion of safety issues.

Section 22.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Labor Agreement be carried on at such meetings.

Section 22.3 Attendance

Attendance at labor-management meetings shall be voluntary on the covered member's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

ARTICLE 23 SALARIES

Section 23.1 Salaries

During the term of this Agreement, each covered member shall be paid in accordance with the following schedule. Each May 1 covered members' base salary will move forward one (1) step.

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	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Sergeant (%)
5/1/2018	66,725	66,725	70,414	74,100	77,788	81,475	85,162	88,850	92,538	96,226	108,735
2.85%	5/1/2019	68,627	68,627	72,421	76,212	80,005	83,797	87,589	91,382	95,175	98,968
3.00%	5/1/2020	70,686	70,686	74,594	78,498	82,405	86,311	90,217	94,123	98,030	101,937
3.15%	5/1/2021	72,913	72,913	76,944	80,971	85,001	89,030	93,059	97,088	101,118	105,148
											118,817

~~*Note: Effective May 1, 2011 and continuing the salary amount for the covered position of Sergeant shall be increased not less than the same % amount as the % amount agreed upon by the parties for any future wage increase(s) for the Patrol Officer position.~~

Retroactivity on all hours compensated to 5/1/2022

	Starting Salary	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Sergeant
Current	5/1/2021	72,913	72,913	76,944	80,971	85,001	89,030	93,059	97,088	101,118	105,148
3.25%	5/1/2022	75,283	75,283	79,445	83,603	87,764	91,923	96,083	100,243	104,404	108,565
50%*	1/1/2023	75,659	75,659	79,842	84,021	88,203	92,383	96,563	100,744	104,926	109,108
3.50%	5/1/2023	78,307	78,307	82,636	86,962	91,290	95,616	99,943	104,270	108,598	112,927
3.50%	5/1/2024	81,048	81,048	85,528	90,006	94,485	98,963	103,441	107,919	112,399	116,879
3.25%	5/1/2025	83,682	83,682	88,308	92,931	97,556	102,179	106,803	111,426	116,052	120,678
											136,365

**Quid pro quo for health insurance premium contribution increase*

Section 23.2 Initial Step Placement

Initial placement on the schedule and the May 1, ~~2019~~²⁰²² salary for each Police Officer and Sergeant who was a member of the bargaining unit on the effective date hereof are set forth in Exhibit A. establishing retroactivity to all hours worked and benefits paid from that date.

Section 23.3 Entry Level Salaries

The Village may, in its discretion, pay new hires at a higher rate than is provided in the schedule as long as it does not exceed the pay of any current covered member. If a new employee is hired as a full-time police officer with previous experience of 1-2 years as a certified police officer which is confirmed with the Training Board to ensure the officer is certified, the officer may be credited with a maximum of "Step 2" of service credit experience on the Patrol Wage Schedule only, and shall not apply to seniority within the bargaining unit for any other purpose. Lateral full-time police officers hired with previous experience of 3 years, but less than 4 years, as a certified police officer, which is confirmed with the Training Board to ensure the officer is certified, that officer may be credited with a maximum of "Step 3" of service credit experience on the Patrol Wage Schedule only, and shall not apply to seniority within the bargaining unit for any other purpose. Lateral full-time police officers hired with previous experience of 4 years, but less than 5 years, as a certified police officer, which is confirmed with the Training Board to ensure the officer is certified, the officer may be credited with a maximum of "Step 4" of service credit experience on the Patrol Wage Schedule only, and shall not apply to seniority within the bargaining unit for any

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other purpose. Lateral full-time police officers hired with previous experience of 5 years plus as a certified police officer which is confirmed with the Training Board to ensure the officer is certified, that officer may be credited with a maximum of "Step 5" of service credit experience on the Patrol Wage Schedule only and shall not apply to seniority within the bargaining unit for any other purpose. Lateral full-time police officers shall continue to move through the Patrol Wage Schedule. Lateral transfer hired full-time patrol officers shall be considered probationary employees, as defined in Article 2, Probationary Officers, of the Labor Agreement.

Officers that were hired via the lateral hire candidate pool under the prior agreement will be moved to the correct step position, as defined in Article 23.

Section 23.4 Longevity

Effective May 1, 2002, and each year of this Labor Agreement thereafter, the Village shall pay each covered member who as of May 1 has completed the number of full years of service as a sworn peace officer with the Village of Willowbrook set forth below a longevity stipend in the percentage of base annual salary (determined under Section 23.1) as set forth below.

Complete Full Years of Service	Percentage of Base Salary
11-15	One percent (1%)
16 or more	Two percent (2%)

ARTICLE 24 DURATION

This Agreement shall be effective as of May 1, 20192022 and shall remain in full force and effect until 11:59 p.m. on the 30th day of April 20222026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than one hundred twenty (120) days prior to the anniversary date of this Labor Agreement that it desires to modify or terminate this Labor Agreement. In the event that such notice is given, negotiations shall begin no later than fifteen (15) days after such notice unless otherwise mutually agreed. This Labor Agreement shall remain in full force and effect during the period of negotiations unless either party notifies the other in writing with not less than ten (10) days' notice of its intent to terminate after April 30, 20222026.

SIGNED AND ENTERED into this _____ day of _____, 20202022.

For the Illinois Fraternal Order of Police,
Labor Council:

Kevin S. Krug Date
FOP Northern Field Supervisor

Frank A. Trilla Date
Mayor

Nicholas Volek Date
Unit Steward

Deborah A. Hahn Date
Village Clerk

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Jimmy Martino
Unit Steward

Date

Village Seal:

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EXHIBIT A - Village of Willowbrook Covered Members And Salaries As Of May 1, 20192022

<u>NAME</u>	<u>INITIAL STEP</u>	<u>SALARIES 05-01-19</u>
Biggs, Darren	9	98,968
Gaddis, Dave	Sergeant	111,834
Erdmann, Alex	3	76,212
Eisenbeis, Scott	Sergeant	111,834
Handzik, John	9	98,968
Polfliet, Dan	9	98,968
Kobler, Tim	Sergeant	111,834
Esqueda, Teresa	2	72,421
Chavez, Jose	9	98,968
Lavalle, Joseph	4	80,005
Strugala, Michelle	Sergeant	111,834
Porter, Aaron	2	72,421
Volek, Nickolas	9	98,968
Trainor, Dylan	8	95,175
Lopez, Jose	7	91,382
Robles, Christine	6	87,589
Martino, James	6	87,589
Rosal, Othello	5	83,797
Silva, Joaquin	2	72,421
Huntley, Blake	5	83,797
Vanderjack, Matthew	4	80,005

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<u>Hire Date</u>	<u>Step</u>	<u>Employee</u>	<u>Salary</u>	<u>Reg</u>	<u>OT</u>
<u>2/21/2022</u>	<u>2</u>	<u>Benson</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>
<u>9/10/2001</u>	<u>Srg</u>	<u>Biggs</u>	<u>118,817.00</u>	<u>57.124</u>	<u>87.399</u>
<u>10/5/2020</u>	<u>3</u>	<u>Bojilov</u>	<u>80,971.00</u>	<u>38.928</u>	<u>58.393</u>
<u>3/5/2001</u>	<u>9</u>	<u>Chavez-Jimenez</u>	<u>105,148.00</u>	<u>50.552</u>	<u>79.992</u>
<u>2/14/2022</u>	<u>2</u>	<u>Cledon</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>
<u>10/5/2020</u>	<u>3</u>	<u>Dillon</u>	<u>80,971.00</u>	<u>38.928</u>	<u>58.393</u>
<u>1/5/2016</u>	<u>8</u>	<u>Huntley</u>	<u>101,118.00</u>	<u>48.614</u>	<u>72.922</u>
<u>6/22/2016</u>	<u>Srg</u>	<u>Lavalle</u>	<u>118,817.00</u>	<u>57.124</u>	<u>85.685</u>
<u>9/25/2013</u>	<u>9</u>	<u>Lopez J.</u>	<u>105,148.00</u>	<u>50.552</u>	<u>75.828</u>
<u>8/1/2022</u>	<u>2</u>	<u>Lopez N.</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>
<u>9/24/2014</u>	<u>9</u>	<u>Martino</u>	<u>105,148.00</u>	<u>50.552</u>	<u>75.828</u>
<u>3/2/2021</u>	<u>2</u>	<u>Opacian</u>	<u>80,971.00</u>	<u>38.928</u>	<u>58.393</u>
<u>9/14/1994</u>	<u>9</u>	<u>Polfliet</u>	<u>105,148.00</u>	<u>50.552</u>	<u>77.345</u>
<u>1/14/2019</u>	<u>5</u>	<u>Porter</u>	<u>89,030.00</u>	<u>42.803</u>	<u>64.204</u>
<u>7/1/2014</u>	<u>Srg</u>	<u>Robles</u>	<u>118,817.00</u>	<u>57.124</u>	<u>85.685</u>
<u>9/10/2018</u>	<u>5</u>	<u>Silva</u>	<u>89,030.00</u>	<u>42.803</u>	<u>64.204</u>
<u>4/1/2013</u>	<u>9</u>	<u>Trainor</u>	<u>105,148.00</u>	<u>50.552</u>	<u>75.828</u>
<u>6/6/2016</u>	<u>7</u>	<u>Vanderjack</u>	<u>97,088.00</u>	<u>46.677</u>	<u>70.015</u>
<u>12/23/2008</u>	<u>9</u>	<u>Volek</u>	<u>105,148.00</u>	<u>50.552</u>	<u>76.587</u>
<u>6/14/2021</u>	<u>2</u>	<u>Walega</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>
<u>10/5/2020</u>	<u>3</u>	<u>Weller</u>	<u>80,971.00</u>	<u>38.928</u>	<u>61.007</u>
<u>10/17/2022</u>	<u>2</u>	<u>Strockis</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>
<u>TBD</u>	<u>2</u>	<u>Manley</u>	<u>76,944.00</u>	<u>36.992</u>	<u>55.488</u>

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*Current Steps Not Altered w/New CBA Lateral Language

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EXHIBIT B - Village of Willowbrook Police Officer Evaluation

The Village's Performance Evaluation Program is designed to provide the employee and the employer an opportunity to assess the performance of an individual. The evaluation is designed to provide the employee with the type of feedback necessary to perform the job in a highly effective manner, to identify areas of strength and areas where performance could be improved, as well as to assist the Village in accomplishing its goals and continuing to offer a high quality of service.

It is important when you are evaluating to consider everything the employee has done since the last evaluation and not just the last few activities you can remember. You are encouraged to keep notes throughout the rating period for reference when completing this evaluation. Refer to the employee's job description to thoroughly understand the duties and requirements of the position. Remain as objective as possible eliminating personal prejudice, bias, or favoritism. It is important that you recognize that an employee may be excellent in one area and only average in another. Your evaluation must be based on demonstrated performance, not anticipated or personal feelings. Each member of the bargaining unit shall be granted a six (6) month "performance interview" with their supervisor on or about November 1, of each year. If deficiencies are denoted on the six (6) month interview, the bargaining unit member will be re-interviewed in three (3) months.

The Employer or supervisor may not require the covered member to issue a specific number of citations or warnings within a designated period of time. The Employer or supervisor may not compare the number of citations or warnings issued by the covered member to the number of citations or warnings issued by another covered member. This evaluation period is designated from the month of May to May.

PATROL OFFICER EVALUATION

Name / Rank:
Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships		
<input type="checkbox"/> MEETS EXPECTATIONS <input type="checkbox"/> DOES NOT MEET EXPECTATIONS		
<p>Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.</p>		<p>The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.</p>
<p>2. Jurisdictional Geography and Orientation</p> <p>Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.</p>		<p><input type="checkbox"/> MEETS EXPECTATIONS</p> <p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment cover, low visibility approaches, etc. Does not compromise public or officer safety.</p> <p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p> <p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment		
<p>Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes within Agency guidelines.</p>		<p><input type="checkbox"/> MEETS EXPECTATIONS</p> <p>Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.</p> <p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p> <p>Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slowly while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors. Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations and events while simultaneously operating emergency equipment.</p>
4. Telecommunication Protocols and Skills		
<p>Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.</p>		<p><input type="checkbox"/> MEETS EXPECTATIONS</p> <p>Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data is not courteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.</p> <p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p> <p>Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses' transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting; cuts of messages. Officer's radio transmissions are not clear, speak too fast and/or too slowly, and take excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.</p>
5. Directed Patrol Strategies/Self-Initiated Field Activity		
<p>Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.</p>		<p><input type="checkbox"/> MEETS EXPECTATIONS</p> <p>Officer anticipates trends and patterns of recurring incidents and potential problem areas.</p> <p>Officer utilizes data during uncommitted patrol times to initiate extra patrol.</p> <p>Officer recalls information for roll call, shift activity</p> <p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p> <p>Officer fails to identify high crime areas requiring extra attention.</p> <p>Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan.</p>

	logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution. Officer communicates information pertinent to the patrol beat and sector.	Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances or activities). Officer avoids taking action.
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>
8. Information Processing – Case Building – Reporting	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.	<p>Officer's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
9. Problem Solving and Decision Making	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the	Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action.

	problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.	Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s). Officer fails to utilize problem solving and decision-making components or consider alternative options for resolving situations. Officer is unable to determine agency guidelines to facilitate problem-situation resolution.
10. Traffic Enforcement and Scene Management/Investigation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations. Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable. Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.	Officer fails to take safe, effective command of vehicle/pedestrian control. Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s). Officer's reports require extensive corrections and revision in order to meet standards.
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	Officer's uniform is clean. Officer's personal appearance reflects positively on the Department. Officer is clean shaven at the beginning/end of each shift. Officer's exterior vest cover is neat and clean.	Officer's uniform is un-kept. Officer is unshaven. Officer's uniform is not neatly pressed. Officer's uniform color is faded. Officer's exterior vest cover is worn and/or dirty.
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	Officer understands assigned duties and responsibilities as well as their role with the Department. Officer does not require direction or instruction beyond what would be expected of an officer.	Officer resists direction. Officer does not accept some assigned tasks without complaints.

EXCEEDS EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills
5. Directed Patrol Strategies/Self-Initiated Field Activity

6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing – Case Building – Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills

5. Directed Patrol Strategies/Self-Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing – Case Building – Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____ Date: _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER. IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____

Date: _____

CHIEF OF POLICE

Comments: attach additional sheet if necessary):

Signature: _____

Date: _____

DETECTIVE EVALUATION

Name / Rank:
Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	<p>The Officer establishes a climate of mutual trust and rapport with persons. Officer does not enter into situations with predetermined beliefs and opinions. Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs. Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors. Officer seeks assistance and does not hesitate to ask questions and seek clarification. Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to and empathy for the individual(s) and verbal gestures, actions and behaviors unintentionally communicate his/her failing to remain objective and call/incident handling.</p> <p>Officer becomes verbally and/or defensive; is reluctant to request assistance necessary for corrective activity</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment, cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and street location.</p> <p>Officer is unable to demonstrate capability to execute safe operation vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	<p>Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions. Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.</p>	<p>Inattentiveness results in speed and signal errors; places other at pedestrians at risk. Drives too fast or responding to calls for service or during operations. Safe operation as a result of improper approaches to intersections, failure to and pedestrian behaviors. Officer fails the multitasking capacity to safely motor vehicle while observing situations and events while simulate emergency equipment.</p>
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in-vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.	<p>Officer effectively responds to radio / computer in an accurate, brief, and clear fashion. Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response. Officer utilizes appropriate codes and procedures when transmitting and receiving information/data is not discourteous. Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.</p>	<p>Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses' transmissions of other law enforcement units and fails to promptly self-initiate backup response. Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting, cuts of messages. Officer's radio transmissions are not clear, speak too fast and/or too slowly, and take excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.</p>

5. Directed Patrol Strategies/Self-Initiated Field Activity		
Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol	<input type="checkbox"/> MEETS EXPECTATIONS Officer's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts. Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it. Officer's reports are infrequently returned for correction/revision.	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS Officer's reports are incomplete and inaccurate for information and facts. Officer is unable to complete reports and forms Officer fails to review field notes. Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete. Officer's reports require extensive corrections and revision in order to meet submittal quality standards. Officer's reports are not completed in an acceptable time frame.
6. Patrol Tactics (Safety)		
Evaluates Officer's ability to safely and consistently execute patrol operational tactics within Agency guidelines.	Officer anticipates and reacts to the physical movements and verbal actions of others. Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events. Officer maintains visual contact and scanning of individuals and target(s). Officer offsets patrol vehicle, keeps dominant hand-free, maintains reactionary gap, and protects weapon. Officer's verbal and nonverbal actions neutralize and/or de-escalate situations. Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting. Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence. Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.	Officer fails to safely execute field operations by exposing self and others to unnecessary dangers. Officer does not maintain visual contact. Officer fails to stay on task. Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon. Officer does not promptly request back-up assistance when required. Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands. Officer fails to immediately react to and follow protocols. Officer fails to protect crime scene. Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving and recording physical evidence.
7. Criminal Statutes/Ordinances		
Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.	Officer demonstrates knowledge and application of substantive criminal laws. Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure. Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations. Officer demonstrates knowledge of warrant procurement and execution requirements. Officer provides accurate and complete testimony in court proceedings.	Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed. Officer fails to lawfully apply procedural principles of arrest, search, and seizure. Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses. Officer fails to demonstrate knowledge of warrant procurement and execution requirements. Officer does not provide accurate and complete testimony in court proceedings.
8. Information Processing – Case Building –		
	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Reporting	<p>Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.</p> <p>Officer's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
9. Problem Solving and Decision Making	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.	<p>Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.</p>	<p>Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action.</p> <p>Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s).</p> <p>Officer fails to utilize problem solving and decision-making components or consider alternative options for resolving situations.</p> <p>Officer is unable to determine agency guidelines to facilitate problem-situation resolution.</p>
10. Traffic Enforcement and Scene Management/Investigation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	<p>Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations.</p> <p>Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable.</p> <p>Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.</p>	<p>Officer fails to take safe, effective command of vehicle/pedestrian control.</p> <p>Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s).</p> <p>Officer's reports require extensive corrections and revision in order to meet standards.</p>
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	<p>Officer's uniform is clean.</p> <p>Officer's personal appearance reflects positively on the Department.</p> <p>Officer is clean shaven at the beginning/end of each shift.</p> <p>Officer's exterior vest cover is neat and clean.</p>	<p>Officer's uniform is un-kept.</p> <p>Officer is unshaven.</p> <p>Officer's uniform is not neatly pressed.</p> <p>Officer's uniform color is faded.</p> <p>Officer's exterior vest cover is worn and/or dirty.</p>
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	<p>Officer understands assigned duties and responsibilities as well as their role with the Department.</p> <p>Officer does not require direction or instruction beyond what would be expected of an officer.</p>	<p>Officer resists direction.</p> <p>Officer does not accept some assigned tasks without complaints.</p>

DETECTIVE SUPPLEMENT

	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
13. Case Follow up-Investigation-Reporting	<p>Evaluates Detective's competence to accurately conduct follow-up investigations on criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol;</p> <p>Detective's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Detective proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Detective's reports are infrequently returned for correction/revision</p>	<p>Detective's reports are incomplete and inaccurate for information and facts.</p> <p>Detective is unable to complete reports and forms</p> <p>Detective fails to review field notes.</p> <p>Detective's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Detective's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Detective's reports are not completed in an acceptable time frame.</p>
14. Investigational Case Building	<p>Evaluates the Detective's ability to build a case with the evidence provided and clear the case in an appropriate manner.</p> <p>Detective is able to gather evidence in an efficient and timely manner.</p> <p>Detective utilizes appropriate resources.</p> <p>Detective is able to appropriately clear assigned cases through prosecution or other means.</p>	<p>Detective lacks associated responsibilities to build a case.</p> <p>Detective is unaware of how to properly resources.</p> <p>Detective is not able to appropriately clear assigned cases.</p>
15. Use of Technology/innovation	<p>Evaluates the Detective's use of technological advances and innovations.</p> <p>Detective utilizes available application of technology to assist in case development.</p>	<p>Detective resists the application of technology to assist in case development.</p>
16. Patrol/Investigation Communication	<p>The Detective recognizes to facilitate communication between the Patrol and Investigation divisions</p> <p>Detective responds to questions and concerns brought to their attention through patrol in a timely manner.</p> <p>Detective conveys necessary case, officer safety, and other pertinent information to the patrol division in an appropriate and timely manner</p>	<p>Detective fails to respond to questions and concerns brought to their attention through patrol in a timely manner.</p>
17. Crime Scene Management	<p>Employee understands how to appropriately assess emergency situations in accordance to departmental policy and procedure.</p> <p>The employee is prepared for any situation that may arise.</p> <p>The employee demonstrates a course of action and assigns employees and resources in a manner to address the crises within the scope of their authority.</p> <p>The employee understands their role and conveys professionalism to other employees and the public.</p>	<p>The employee fails to demonstrate professionalism in processing emergency situations and instead seeks to deflect responsibility to others.</p> <p>The employee does not effectively utilize resources in accordance with departmental procedures.</p>

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships
2. Jurisdictional Geography and Orientation
3. Motor Vehicle Operation and Use of Emergency Equipment
4. Telecommunication Protocols and Skills
5. Directed Patrol Strategies/Self-Initiated Field Activity
6. Patrol Tactics (Safety)
7. Criminal Statutes/Ordinances
8. Information Processing — Case Building Reporting
9. Problem Solving and Decision Making
10. Traffic Enforcement and Scene Management/Investigation
11. Appearance
12. Acceptance of Supervision

13. Case Follow Up-investigation-Reporting

14. investigational Case Building

15. Use of Technology/innovation

16. Patrol/investigation Communication

17. Crisis Management

SIGNATURES

I have reviewed this document and discussed the contents with my supervisor. I understand that my signature does not necessarily indicate that I agree with the evaluation contained in this document, and that I may attach written comments which will be reviewed by senior management staff and included with this form in my personnel file.

Comments: (attach additional sheet if necessary):

Employee Signature: _____

Date: _____

I REQUEST A REVIEW OF THIS EVALUATION BY THE APPEALS OFFICER. IMMEDIATE SUPERVISOR

Comments: (attach additional sheet if necessary):

Signature: _____

Date: _____

CHIEF OF POLICE

Comments: attach additional sheet if necessary):

Signature:_____

Date:_____

SERGEANT EVALUATION

Name / Rank:
Evaluation Date:

PERFORMANCE ASSESSMENT CATEGORIES

1. Interpersonal Relationships	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officers' interaction with the community while providing law enforcement services and with persons in the Departmental environment including Supervisory and Command Staff, support personnel and peers in accordance with Agency guidelines.	<p>The Officer establishes a climate of mutual trust and rapport with persons.</p> <p>Officer does not enter into situations with predetermined beliefs and opinions.</p> <p>Officer remains neutrally objective and responsive to the individual's concerns and service delivery needs.</p> <p>Officer's decision-making reflects understanding and execution of realistic law enforcement service delivery options and alternatives.</p> <p>Officer is responsive. Demonstrates ownership, accountability and responsibility for his/her actions and behaviors.</p> <p>Officer seeks assistance and does not hesitate to ask questions and seek clarification</p> <p>Officer request additional training opportunities.</p>	<p>Officer's actions are tense and fail to reflect concern and empathy for the individual(s) and verbal and on verbal gestures, actions and behaviors intentionally or unintentionally communicate his/her personal bias by failing to remain objective and neutral during call/incident handling.</p> <p>Officer becomes verbally and/or non-verbally defensive; is reluctant to request/seek clarification/assistance necessary for corrective action.</p>
2. Jurisdictional Geography and Orientation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to expeditiously respond to locations while operating police motor vehicle during general patrol and emergency response situations within Agency guidelines.	<p>Officer consistently responds to locations and destinations by most direct route.</p> <p>Officer demonstrates knowledge of routing shortcuts as well as tactical response considerations including concealment, cover, low visibility approaches, etc. Does not compromise public or officer safety.</p>	<p>Officer is unable to execute and articulate current street location.</p> <p>Officer is unable to demonstrate multitasking capability to execute safe operation of the patrol vehicle.</p>
3. Motor Vehicle Operation and Use of Emergency Equipment	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Evaluates Officer's competence to operate the police motor vehicle and equipment during general and emergency situations regardless of environmental conditions and vehicular and pedestrian volumes with Agency guidelines.	<p>Officer consistently operates the police motor vehicle within compliance of all traffic laws and procedural guidelines. Maintains control of the police motor vehicle while responding to calls for service and during general patrol operations. Responds to calls for service and/or general patrol operations at safe and defensible speeds. Promptly reacts to pedestrian and driver actions by taking appropriate and timely evasive actions.</p> <p>Officer demonstrates multitasking abilities by minimizing the loss of eye contact with the roadway while utilizing the police radio, computer, etc.</p>	<p>Inattentiveness results in speed and traffic control signal errors; places other motorists and/or pedestrians at risk. Drives too fast or too slowly while responding to calls for service or during general patrol operations. Safe operation of the patrol vehicle is compromised as a result of improper lane usage, approaches to intersections, failure to anticipate driver and pedestrian behaviors.</p> <p>Officer fails to demonstrate the multitasking capacity to safely operate the police motor vehicle while observing people, places, situations, and events while simultaneously operating emergency equipment.</p>
4. Telecommunication Protocols and Skills	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

<p>Evaluates Officer's ability to effectively utilize law enforcement communications equipment and computer-based data/information systems (e.g., in vehicle radio, portable radio, computer-laptop, cell phone, video camera, tape recorder, etc.) while following Agency procedures and guidelines.</p>	<p>Officer effectively responds to radio / computer in an accurate, brief, and clear fashion.</p> <p>Officer provides Telecommunications with prompt and accurate patrol unit location. Officer listens to transmissions for other law enforcement units and self-initiates backup response.</p> <p>Officer utilizes appropriate codes and procedures when transmitting and receiving information/data, is not discourteous.</p> <p>Officer's transmissions are clearly articulated, brief and complete under commonly occurring and stressful circumstances.</p>	<p>Officer fails to follow and utilize telecommunications procedures for transmitting and receiving information. Does not actively listen and hear transmissions, inattentive to computer terminal messages, require dispatched to be repeated. Officer misses transmissions of other law enforcement units and fails to promptly self-initiate backup response.</p> <p>Does not provide Telecommunications with prompt and accurate patrol unit location. Fails to think through and preplan radio transmissions before keying microphone and transmitting, cuts of messages. Officer's radio transmissions are not clear, speaks too fast and/or too slowly, and takes excessive pauses. Requires assistance to access computer-based information systems including NCIC, state and local/agency databases, including file checks on individuals, locations, property, etc.</p>
5. Directed Patrol Strategies/Self-Initiated Field Activity	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's competence to utilize multiple sources of information to initiate proactive patrol activity within Agency guidelines.</p>	<p>Officer anticipates trends and patterns of recurring incidents and potential problem areas.</p> <p>Officer utilizes data during uncommitted patrol times to initiate extra patrol.</p> <p>Officer recalls information for roll call, shift activity logs, BOLOs, etc. and utilizes this information to follow-up or facilitate problem resolution.</p> <p>Officer communicates information pertinent to the patrol beat and sector.</p>	<p>Officer fails to identify high crime areas requiring extra attention.</p> <p>Officer fails to utilize shift briefing information, wants/warrants files, accident locations indexes and career criminal/sexual offender files to proactively plan.</p> <p>Officer fails to observe and detect out-of-the-ordinary (suspicious persons, places, events, circumstances, or activities).</p> <p>Officer avoids taking action.</p>
6. Patrol Tactics (Safety)	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
<p>Evaluates Officer's ability to safely and consistently execute patrol operation tactics Within Agency guidelines</p>	<p>Officer anticipates and reacts to the physical movements and verbal actions of others.</p> <p>Officer maintains disciplined focus by recognizing, assessing, and controlling scenes that contain rapidly changing, chaotic, or unpredictable events.</p> <p>Officer maintains visual contact and scanning of individuals and target(s).</p> <p>Officer offsets patrol vehicle, keeps dominant hand free, maintains reactionary gap, and protects weapon.</p> <p>Officer's verbal and nonverbal actions neutralize and/or de-escalate situations.</p> <p>Officer does not hesitate to immediately provide physical and/or verbal backup assistance, without prompting.</p> <p>Officer recognizes crime scenes and manages persons entering/exiting same as well as preserving potential trace evidence.</p> <p>Officer investigates and conducts comprehensive and orderly crime scene search/ does not disturb/contaminate potential trace evidence.</p>	<p>Officer fails to safely execute field operations by exposing self and others to unnecessary dangers.</p> <p>Officer does not maintain visual contact.</p> <p>Officer fails to stay on task.</p> <p>Officer fails to offset patrol vehicle, keep dominant hand-free, maintain reactionary gap, and protect weapon.</p> <p>Officer does not promptly request back-up assistance when required.</p> <p>Officer fails to control the movements of others through clearly articulated verbal and nonverbal commands.</p> <p>Officer fails to immediately react to and follow protocols.</p> <p>Officer fails to protect crime scene.</p> <p>Officer fails to conduct a comprehensive and orderly crime scene search by recognizing, collecting, identifying, preserving, and recording physical evidence.</p>
7. Criminal Statutes/Ordinances	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

<p>Evaluates Officer's knowledge and application of substantive and criminal laws within Agency guidelines.</p>	<p>Officer demonstrates knowledge and application of substantive criminal laws.</p> <p>Officer can distinguish criminal and noncriminal activity. Demonstrates understanding of laws or arrest, search and seizure.</p> <p>Officer demonstrates understanding and application of frisk and search principles and practices in field contact/custody situations.</p> <p>Officer demonstrates knowledge of warrant procurement and execution requirements.</p> <p>Officer provides accurate and complete testimony in court proceedings.</p>	<p>Officer fails to establish the necessary elements of criminal offenses; is uncertain of crime(s) were committed.</p> <p>Officer fails to lawfully apply procedural principles of arrest, search, and seizure.</p> <p>Officer is unable to identify criminal codes/ordinances to assist in investigating/reporting criminal offenses.</p> <p>Officer fails to demonstrate knowledge of warrant procurement and execution requirements.</p> <p>Officer does not provide accurate and complete testimony in court proceedings.</p>
<p>8. Information Processing — Case Building Reporting</p>	<p><input type="checkbox"/> MEETS EXPECTATIONS</p>	<p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p>
<p>Evaluates Officer's competence to accurately investigate, take notes, follow-up and report incidents and criminal offenses in a timely, comprehensive and logically organized manner. Submits reports in accordance within Agency protocol.</p>	<p>Officer's reports contain the essential information by documenting the events in the order that they occurred. Grammar, spelling, word usage, sentence structure error(s) do not compromise clarity of meaning. Reports are complete for the information/facts.</p> <p>Officer proofreads reports and forms for errors and omissions and makes corrections before submitting it.</p> <p>Officer's reports are infrequently returned for correction/revision.</p>	<p>Officer's reports are incomplete and inaccurate for information and facts.</p> <p>Officer is unable to complete reports and forms.</p> <p>Officer fails to review field notes.</p> <p>Officer's grammar, spelling, word usage contains numerous errors, and the sentence structure is confusing and/or incomplete.</p> <p>Officer's reports require extensive corrections and revision in order to meet submittal quality standards.</p> <p>Officer's reports are not completed in an acceptable time frame.</p>
<p>9. Problem Solving and Decision Making</p>	<p><input type="checkbox"/> MEETS EXPECTATIONS</p>	<p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p>
<p>Evaluates Officer's competence to define and resolve problems consistently within Agency guidelines.</p>	<p>Officer thinks through and develops multiple options for problem resolution by 1) Accurately defining the problem. 2) Identifying multiple options for resolving the situation. 3) Selecting the most viable course of action and justifying why, and 4) Following through on the action plan.</p>	<p>Officer fails to identify and examine multiple options for problem resolution; hesitates to fail to take action.</p> <p>Officer arrives on locations with a preconceived solution to resolve situations without fully defining the problem(s).</p> <p>Officer fails to utilize problem solving and decision making components or consider alternative options for resolving situations.</p> <p>Officer is unable to determine agency guidelines to facilitate problem-situation resolution.</p>
<p>10. Traffic Enforcement and Scene Management/Investigation</p>	<p><input type="checkbox"/> MEETS EXPECTATIONS</p>	<p><input type="checkbox"/> DOES NOT MEET EXPECTATIONS</p>

Evaluates Officer's ability to perform traffic enforcement, directs and control vehicular and pedestrian traffic and manage accident scenes and complete accident investigations within Agency guidelines.	<p>Officer utilizes knowledge of the jurisdiction to spontaneously effect traffic enforcement activity at high-accident locations.</p> <p>Officer demonstrates knowledge of motor vehicle citations and ordinances by determining the most appropriate enforcement action. Cites hazardous action violation(s) when applicable.</p> <p>Officer can articulate his/her decision with due regard to the type of violation and the degree of public safety risk, etc.</p>	<p>Officer fails to take safe, effective command of vehicle/pedestrian control.</p> <p>Officer requires assistance to secure and document applicable information at property damage and/or personal injury accident scene(s).</p> <p>Officer's reports require extensive corrections and revision in order to meet standards.</p>
11. Appearance	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee maintains appearance consistent with the department's policy and procedure.	<p>Officer's uniform is clean.</p> <p>Officer's personal appearance reflects positively on the Department.</p> <p>Officer is clean shaven at the beginning/end of each shift.</p> <p>Officer's exterior vest cover is neat and clean.</p>	<p>Officer's uniform is un-kept.</p> <p>Officer is unshaven.</p> <p>Officer's uniform is not neatly pressed.</p> <p>Officer's uniform color is faded.</p> <p>Officer's exterior vest cover is worn and/or dirty.</p>
12. Acceptance of Supervision	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands assigned duties, responsibilities. Does not require direction or instruction consistently.	<p>Officer understands assigned duties and responsibilities as well as their role with the Department.</p> <p>Officer does not require direction or instruction beyond what would be expected of an officer.</p>	<p>Officer resists direction.</p> <p>Officer does not accept some assigned tasks without complaints.</p>

SERGEANTS SUPPLEMENT

Employee Monitoring	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands that it is their responsibility to directly track the performance and activity of reporting Officers.	<p>Tracks performance and activities of officers.</p> <p>Acknowledges accomplishments and deficiencies and takes the appropriate action to remedy deficiencies before it escalates and acknowledges accomplishments in a timely manner.</p> <p>Provides appropriate mentoring to ensure compliance.</p>	<p>Fails to track the performance and activity of officers.</p> <p>Fails to acknowledge accomplishments of reporting Officers. Does not provide mentoring or when the situation dictates.</p>
Evaluation of Employees	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Conduct annual performance evaluations in a complete and concise manner. Evaluations should include positive feedback to help encourage employee development.	<p>Provides reporting Officer with instructional feedback on performance.</p> <p>Documentation is provided to support the evaluation if necessary.</p> <p>While formally required on an annual basis, supervisors are encouraged to provide feedback during the six (6) month interview..</p>	<p>The supervisor provides no feedback to the employee to encourage development.</p> <p>Evaluations fail to provide the employee with any counseling and performance feedback.</p>
Crisis Management	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS

Employee understands how to appropriately assess emergency situations in accordance to departmental policy and procedure.	<p>The employee is prepared for any situation that may arise.</p> <p>The employee demonstrated a course of action and assigns employees and resources in a manner to address the crises within the scope of their authority.</p> <p>The employee understands their role and conveys professionalism to other employees and the public.</p>	<p>The employee fails to demonstrate professionalism in handling emergency situations and instead seeks to deflect responsibility to others.</p> <p>The employee does not effectively utilize resources in accordance with departmental procedures</p>
Resource Delegation	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee manages task appropriately and is able to delegate work assignments to reporting officers	<p>Consistently, where appropriate demonstrates delegation of responsibilities.</p> <p>Has knowledge of Officers capabilities, interests and aptitudes</p>	Has difficulty in assigning/fails to assign Officers to appropriate responsibilities, work tasks.
Accountability	<input type="checkbox"/> MEETS EXPECTATIONS	<input type="checkbox"/> DOES NOT MEET EXPECTATIONS
Employee understands that they are responsible for their own decisions as well as the actions of reporting Officers	Takes responsibility for their decisions and actions of reporting Officers.	The employee does not accept responsibility for decisions and outcomes.

The employer may not, for purposes of evaluating a law enforcement officer's job performance, compare the number of citations or warnings issued by the officer to the number of citations or warnings issued by another officer.

This evaluation period is designated from the month of May to May

Employee's Signature _____ Star # _____ Date _____

Supervisor's Signature _____ Star # _____ Date _____

Employee's Comments (Employee may comment on all or any part of the information on this document, including the evaluation process)

I request to appeal this evaluation YES NO

EXCEEDS EXPECTATIONS (Comments)

1. interpersonal Relationships	
2. Jurisdictional Geography and Orientation	
3. Motor Vehicle Operation and Use of Emergency Equipment	
4.. Telecommunication Protocols and Skills	
5. Directed Patrol Strategies/Self-Initiated Field Activity	
6. Patrol Tactics (Safety)	
7. Criminal Statutes/Ordinances	
8. Information Processing — Case Building — Reporting	
9. Problem Solving and Decision Making	
10. Traffic Enforcement and Scene Management/Investigations	
11. Appearance	
12 Acceptance of Supervision	
13. Employee Monitoring	

14. Evaluation of Employees	
15. Crisis Management	
16. Resource Delegation	
17. Accountability	

DOES NOT MEET EXPECTATIONS (Comments)

1. Interpersonal Relationships	
2. Jurisdictional Geography and Orientation	
3. Motor Vehicle Operation and Use of Emergency Equipment	
4. Telecommunication Protocols and Skills	
5. Directed Patrol Strategies/Self-Initiated Field Activity	
6. Patrol Tactics (Safety)	
7. Criminal Statutes/Ordinances	
8. Information Processing — Case Building Reporting	

9. Problem Solving and Decision Making

10. Traffic Enforcement and Scene Management/Investigation

11. Appearance

12. Acceptance of Supervision

13. Employee Monitoring

14. Evaluation of Employees

15. Crisis Management

16. Resource Delegation

17. Accountability

EXHIBIT C – Reimbursable Costs

Itemization of Estimated Willowbrook Police Department Reimbursable Costs and Authorization
for Withholding from Officer's Wages and Final Compensation

Training Academy Tuition	\$6,020.00
Ballistic Vest	\$ 699.00
Field Training Officer's Compensation 1 hour per day = 80 hours	
80 hours @ Step 2 hourly rate (\$50.77)	\$4,061.60
TOTAL	\$10,780.60

COMPLETED MONTHS OF SERVICE	% OF COST TO BE REPAYED	AMOUNT
0-3 months of service	100%	
4-9 months of service	75%	
10-15 months of service	50%	
16-20 months of service	25%	
20-24 months of service	15%	

I, _____, hereby authorize the Village of _____
(Print employee's name)

Willowbrook, as authorized by 820 ILCS 115/9, to deduct from my wages and/or final compensation, the amount set forth hereinabove, in the event that I cease employment with the Village of Willowbrook within 24 months of the commencement of my employment, pursuant to Section 18.16 of the collective bargaining agreement governing my employment.

Employee's signature _____ Date: _____

* These figures are approximate and are based upon the best information available at the time that this document was prepared in 2019. At the time of execution of this authorization, these figures will be recalculated using the actual costs incurred by the Village of Willowbrook at the time of execution.

EXHIBIT D - Supervisor's Observation Report Form for Reasonable Suspicion

Instructions: Supervisors should use this report to record any incidents, workplace performance or workplace behavior problems that warrant a post-accident or reasonable suspicion test. This document must be completed prior to testing.

Employee's Name: _____

Date and Time of Incident: _____

Location of Incident: _____

Describe the Incident in Detail: _____

OBSERVATIONS

Breath/Odor: Alcohol Smell Drug Smell Strong Moderate Faint
 None

Eyes: Bloodshot Glassy Normal Watery Other
 Heavy Eyelids Fixed Pupils Dilated Pupils Clear

Speech: Confused Stuttered Thick-Tongued Mumbled
 Fair Slurred Good Not Understandable
 Other _____

Attitude: Excited Combative Mood Changes Indifferent Talkative
 Insulting Care-Free Nervous Cooperative Sleepy
 Profane Polite Unusually Quiet Disoriented Other

Unusual Action: Hiccoughing Belching Vomiting Fighting Crying
 Laughing Hearing Things Seeing Things Blackouts Other

Balance: Needs Support Falling Poor Coordination Swaying Other

Walking: Falling Staggering Stumbling Swaying Other

Turning: Falling Staggering Stumbling Swaying Hesitant
 Other _____

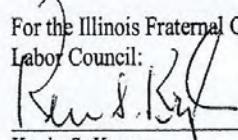
Appearance: Altered Flushed Face Blank Stare Disheveled Clothing
 Tremors/Shakes Needle Marks Other _____

MEMORANDUM OF UNDERSTANDING – Canine Officers

The purpose of this Memorandum of Understanding is to set forth the agreement between the Village of Willowbrook and the Illinois Fraternal Order of Police Labor Council regarding the special terms of employment that will apply to a Police Officer functioning as a Canine Officer, including the duties and compensation of the Officer. These special terms are as follows:

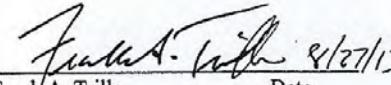
1. The Willowbrook Police Department's General Order concerning the operation of the Canine Unit will apply.
2. Travel time with the canine shall not be compensable except for such travel time entitled to compensation under the applicable collective bargaining agreement and Fair Labor Standards Act, and except when such travel time is created by another jurisdiction's requesting the use of the Canine Unit.
3. The Department will replace, without cost to the Canine Officer, any uniform items specially designated and required for use by the Canine Officer that become damaged while performing duties related to the canine. This replacement shall be in addition to the uniform allowance provided for in the applicable collective bargaining agreement.
4. The Canine Unit will generally be assigned to patrol duties. However, it is understood that the workday and work period of the Canine Unit may be changed with or without notice from time to time in order to meet the Department's needs for the Unit.
5. Subject to the operating needs of the Department, the Canine Officer will be allowed one (1) hour, or such time as is reasonably necessary, during the course of his/her duty shift to perform the following duties relative to the canine: exercise, grooming, feeding (one meal), training, visits to the veterinarian for routine checkups and shots, and procuring food and supplies.
6. The Canine Officer will also be allowed an additional eight (8) hour day every other month for additional training and maintenance of the canine. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.
7. The Canine Officer will perform certain limited tasks at home related to the canine while not on-duty, including cleaning the canine's kennel or other place where the canine is kept, cleaning up after the canine; feeding the canine (one meal for on-duty days and two meals for off-duty days); and exercising the canine (off-duty days). The Officer will maintain a detailed daily record of the amount of time spent on these tasks which will be available for inspection by the Chief of Police upon request. The parties estimate that the amount of time required to perform these tasks is approximately four (4) hours per week. Recognizing that the performance of these limited tasks requires substantially less skill than the regular work of the Canine Officer, the parties agree that he or she will receive a monthly stipend (including an overtime factor) of \$200. This Paragraph will be reviewed and, if necessary, adjusted after one year of operation of the Canine Unit.

For the Illinois Fraternal Order of Police,
Labor Council:

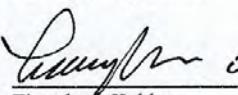

Kevin S. Krug Date

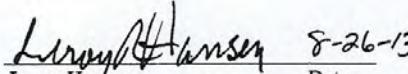
FOP Field Supervisor

For the Village of Willowbrook:

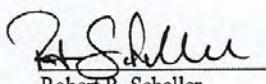

Frank A. Trilla Date

Mayor

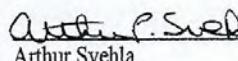

Timothy J. Kobler Date


Leroy Hansen Date

Village Clerk


Robert R. Schaller Date

Village Seal:


Arthur P. Svehla Date



Officer Acknowledgement: Having read this Memorandum and its attachment, I understand and agree with the special terms applicable to a Canine Officer.


Canine Officer Date

8-23-13

DUES AUTHORIZATION FORM

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

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council. I, _____, hereby authorize my Employer, the Village of Willowbrook, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-Mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

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



GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: Village of Willowbrook

Grievant's Name: _____
Last _____ First _____ M.I. _____

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____, and all applicable Articles.

Briefly state the facts: _____

Remedy Sought: _____

, in part and in whole, make grievant whole.

Given To: _____ Date: _____

FOP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance:

Given To: _____ Date: _____

Grievant's Signature

FQP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative's Signature

EMPLOYER'S RESPONSE

Employer Representative's Signature

Position

Person to Whom Response Given

Date

STEP FOUR - REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

