



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

Trustees  
Morris Bartlett  
Bob Jarecki  
Martin O'Connell  
Oronzo Peconio  
JoEllen Ridder  
Henry Wesseler

Village Manager  
Michael Cassady

## Village of Bensenville, Illinois BOARD OF TRUSTEES SPECIAL MEETING AGENDA

**7:00 P.M. OR IMMEDIATELY FOLLOWING THE  
COMMITTEE MEETING Tuesday, May 17, 2011**

Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES

April 26, 2011 - Board of Trustees  
May 10, 2011 – Board of Trustees

VI. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**

VII. **REPORTS OF STANDING COMMITTEES**

A. **Community and Economic Development Committee** - No Report

B. **Infrastructure and Environment Committee**

1. *Resolution Authorizing a Payment to DuPage County EDP for Banking Fee for Wetland Disturbance Associated with the Northern Business District Reconstruction Project*

2. *Resolution Authorizing the Execution of a Purchase Order and Contract for Vehicle Purchases to Roesch Ford*

C. **Administration, Finance and Legislation Committee**

1. *Resolution Approving an Agreement with The Rory Group, LLC for Consulting Services in Connection With Intergovernmental Relations*

**D. Public Safety Committee**

1. *Ordinance Amending Village Code Title 9, Building Code Regulations*
2. *Ordinance Amending Village Code Title 5, Traffic and Motor Vehicles, Chapter 2 Stopping, Standing or Parking on John Street*
3. *Consideration of a Resolution Authorizing Changes in Police Officer Qualifications and Appointment Process*

**E. Recreation and Community Building Committee**

1. *Resolution Authorizing the Execution of a Lease with The Sin Bin Hockey Shop, Inc. For Operation of the Pro-Shop At The Edge Ice Arena*

**F. Technology Committee – No Report**

**VIII. INFORMATION ITEMS**

- A. PRESIDENT'S REMARKS
- B. VILLAGE MANAGER'S REPORT
- C. VILLAGE ATTORNEY'S REPORT

**IX. UNFINISHED BUSINESS**

**X. NEW BUSINESS**

**XI. EXECUTIVE SESSION**

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

**XII. MATTERS REFERRED FROM EXECUTIVE SESSION**

**XIII. ADJOURNMENT**

**Please Note** - The Village of Bensenville is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of this meeting or the facilities, are requested to contact Village Hall (630-766-8200) at least 3 days prior to the meeting to allow the Village of Bensenville to make reasonable accommodations for those persons.

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

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**  
April 26, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:45 p.m.

**ROLL CALL:** 2. Upon roll call by Village Clerk, JoEllen Ridder, the following Board Members were present:

O'Connell, Peconio, Wesseler, President Soto

Absent: Adamowski, Bartlett, Johnson

A quorum was present.

**OATH OF OFFICE:** Judge Robert G. Gibson swore JoEllen Ridder and Robert Jarecki into the Office of Village Trustee.

Father Agustin from St. Alexis Church in Bensenville shared a prayer with the Board and audience.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF MINUTES:** 3. The April 12, 2011 Special Village Board Meeting Minutes were presented.

Motion: Trustee Wesseler made a motion to approve the minutes as presented. Trustee Peconio seconded the motion.

All were in favor.

Motion carried.

**WARRANT NO.**

**11/09:**

4. President Soto presented **Warrant No. 11/09** in the amount of \$1,214,767.98.

Motion:

Trustee Ridder made a motion to approve the warrant as presented. Trustee Wesseler seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

President Soto presented the Consent Agenda.

Motion:

5. Trustee Peconio made a motion to remove item 1 from the Consent Agenda for further discussion. Trustee Ridder seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Motion:

6. Trustee O'Connell made a motion to set the Consent Agenda as amended. Trustee Ridder seconded the motion.

All were in favor.

Motion carried.

**Resolution No.**

**R-41-2011:**

**A Resolution Authorizing a Contract to Clarke Environmental Mosquito Management, Inc. for Gypsy Moth Control Services. (Consent Agenda)**

**Resolution No.**

**R-42-2011:**

**A Resolution Authorizing a Contract to Precision Mechanical, Inc. for HVAC Maintenance. (Consent Agenda)**

**Resolution No.**

**R-43-2011:**

**A Resolution Authorizing a Contract to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Service. (Consent Agenda)**

**Resolution No.**

**R-44-2011:**

**A Resolution Authorizing a Contract to Crystal Maintenance Services Corp. of Mt. Prospect, Illinois for Janitorial Services. (Consent Agenda)**

**Resolution No.**

**R-45-2011:**

**A Resolution Approving a Contract to Meade Electric, Inc. for Traffic Signal Maintenance. (Consent Agenda)**

**Resolution No.**

**R-46-2011:**

**A Resolution Authorizing a Contract to Illini-Scapes Inc. of Romeoville, Illinois for Turf Chemical Maintenance Services. (Consent Agenda)**

**Resolution No.**

**R-47-2011:**

**A Resolution Authorizing the Execution of a Purchase Order and Contract for Engineering Services for the Development of the Village of Bensenville WWTP Facility Plan to Strand Associates, Inc. (Consent Agenda)**

Motion:

Trustee Wesseler made a motion to approve the Consent Agenda as amended. Trustee Peconio seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-48-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-48-2011 entitled A Resolution Establishing Garbage and Yard Waste Rates for May 1, 2011 Through April 30, 2012.**

Motion:

Trustee O'Connell made a motion to approve the resolution as presented. Trustee Wesseler seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Ridder, Wesseler

NAYS: Peconio

Motion carried.

**Ordinance No.**

**33-2011:**

8. President Soto gave the summarization of the action contemplated in **Ordinance No. 33-2011** entitled **An Ordinance Amending and Restating Title 3, Chapter 6 of the Municipal Code of the Village of Bensenville, Illinois.**

**Motion:**

Trustee Ridder made a motion to adopt the ordinance as presented.  
Trustee O'Connell seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**34-2011:**

9. President Soto gave the summarization of the action contemplated in **Ordinance No. 34-2011** entitled **An Ordinance Amending and Restating Title 4, Chapter 3 of the Municipal Code of the Village of Bensenville, Illinois.**

**Motion:**

Trustee Peconio made a motion to adopt the ordinance as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President Soto read a proclamation into the record for Arbor Day.

President Soto congratulated JoEllen Ridder and Robert Jarecki on being elected as Village Trustees and looks forward to working with them.

President Soto spoke about the Strategic Plan and thanked Staff for their hard work in the process.

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**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, presented Bob Ridder, Pension Board Trustee, with his certificated certifying him as a Police Pension Board Trustee. Mr. Ridder successfully completed the required thirty-two hours of training.

**NEW BUSINESS:**

Trustee Peconio announced that the Bensenville Kiwanis will be cleaning Redmond Park on Saturday, April 30<sup>th</sup> and encourages all residents to attend.

Director of Special Events, Gary Thorsen, announce that Johnny Weir will be performing at the Edge Ice Arena on Saturday, April 30<sup>th</sup>. The show will be from 7:30 p.m. until 9:30 p.m. Tickets are \$40.00.

**ADJOURNMENT:**

Trustee Ridder made a motion to adjourn the meeting. Trustee Jarecki seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:17 p.m.

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April 29, 2011 Page 6

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, May 2011

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

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**  
May 10, 2011

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:40 p.m.

**ROLL CALL:** 2. Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Bartlett, Jarecki, O'Connell, Peconio, Wesseler

Absent: Ridder

A quorum was present.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF MINUTES:** 3. The April 19, 2011 Special Village Board Meeting Minutes were presented.

Motion: Trustee Wesseler made a motion to approve the minutes as presented. Trustee Bartlett seconded the motion.

All were in favor.

Motion carried.

**WARRANT NO. 11/10:** 4. President Soto presented Warrant No. 11/10 in the amount of \$525,835.13.

Motion: Trustee Peconio made a motion to approve the warrant as presented. Trustee Wesseler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-49-2011:**

5. President Soto gave the summarization of the action contemplated in **Resolution No. R-49-2011 entitled A Resolution Authorizing the Execution of an Agreement with AECOM Technical Services, Inc.**

Motion:

Trustee Peconio made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-50-2011:**

6. President Soto gave the summarization of the action contemplated in **Resolution No. R-50-2011 entitled A Resolution Adopting Revised Structure of Village Board Standing Committees.**

Motion:

Trustee Peconio made a motion to approve the resolution as presented. Trustee Wesseler seconded the motion.

*Trustee Bartlett excused himself from the meeting at 6:45 p.m.*

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

EXCUSED: Bartlett

Motion carried.

**Resolution No.**

**R-51-2011:**

7. President Soto gave the summarization of the action contemplated in **Resolution No. R-51-2011 entitled A Resolution Amending 2011 Schedule of Meetings of the Village Board Standing Committees.**

Motion:

Trustee Wesseler made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:** AYES: Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

EXCUSED: Bartlett

Motion carried.

*Trustee Bartlett returned to the meeting at 6:48 p.m.*

**Ordinance No.**  
**35-2011:**

8. President Soto gave the summarization of the action contemplated in **Ordinance No. 35-2011** entitled **An Ordinance Amending Title 4, Chapter 1, to Include the New Section, Section 17, of the Bensenville Village Code to Provide for an Application Processing Fee for Applicants Submitting Applications to the Village of Bensenville Police Department.**

Motion: Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Jarecki seconded the motion.

**ROLL CALL:** AYES: Bartlett Jarecki, O'Connell, Peconio, Wesseler

NAYS: None

All were in favor. Motion carried.

**Resolution No**  
\_\_\_\_\_ :

9. President Soto gave the summarization of the action contemplated in **Resolution No. \_\_\_\_\_** entitled **A Resolution Authorizing Changes in Police Officer Qualifications and Appointment Process.**

Motion: Trustee Peconio made a motion to approve the resolution as presented. Trustee O'Connell seconded the motion.

Motion: Trustee Wesseler made a motion to table this item. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Wesseler

NAYS: O'Connell, Peconio

Motion carried.

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**PRESIDENT'S**

**REMARKS:**

President Soto read a proclamation into the record thanking Kiwanis International and the Volunteers who participated in the 2011 Redmond Park cleanup.

**MANAGERS**

**REPORT:**

Village Manager, Michael Cassady, had no report.

**NEW BUSINESS:**

Trustee Wesseler asked for an update on the status of appointing a Village Clerk to the Board. President Soto stated he will accept any recommendations from the Village Board or Residents of Bensenville.

Trustee Peconio asked for an update on the status of appointments to the Community Development Commission. President Soto stated he will accept any recommendations from the Village Board or Residents of Bensenville.

Trustee Bartlett asked for an explanation of why a car title loan company was denied for a business licenses and suggested amending the Village Code.

**ADJOURNMENT:**

Trustee Wesseler made a motion to adjourn the meeting. Trustee O'Connell seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:05 p.m.

Corey Williamsen  
Deputy Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_\_ day, May 2011

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 05/05/2011

**DESCRIPTION:** Consideration of a Resolution authorizing payment of \$169,750 to DuPage County EDP for Banking Fee (fee-in-lieu) for wetland disturbance associated with the Northern Business District Reconstruction Project.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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ASSIGNED COMMITTEE: I&E

DATE: 05/17/2011

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**BACKGROUND:** Part of the Northern Business District Reconstruction Project will affect existing wetlands. Per the DuPage County Stormwater Ordinance, development impacting or affecting critical wetlands is prohibited. Developers (the Village in this case) have the ability to provide documentation supporting the need for the development as well as any alternative solutions to remediate the impacted wetland. On the Village's behalf, CBBEL submitted the necessary paperwork as part of the DuPage County Stormwater Permit process.

**KEY ISSUES:** Per the County Stormwater Ordinance, we are allowed to proceed with our development in one of two ways:

1. (Article 10, Section 15-135 (5)) Replacement of the wetland environment disturbed or lost at a minimum proportional rate of three to one (3:1), or
2. (Article 10, Section 15-136 (5)) Provide a Wetland Banking payment (fee-in-lieu) to the County equal to \$175,000 per acre of required mitigation.

The total calculated affected wetland area is 0.97 acres. It is not feasible or economical to create nearly three acres of new wetland within the Village. Therefore, our best option is to provide the County a wetland banking fee equal to \$169,750 (0.97 acres x \$175,000 per acre).

**ALTERNATIVES:** Locate three (3) acres of unused Village property to convert to wetlands that must be constructed and maintained by the Village in perpetuity.

**RECOMMENDATION:** Approve payment in the amount of \$169,750 made payable to DuPage County EDP for Wetland Banking fees associated with the Northern Business District Reconstruction Project.

**BUDGET IMPACT:** The charges will be added to the affected SSA's on the project according to the percentage of each SSA impacted. A placeholder was included in the preliminary cost estimates used to establish the SSA costs.

**ACTION REQUIRED:** Resolution authorizing payment of \$169,750 to DuPage County EDP for Banking Fee (fee-in-lieu) for wetland disturbance associated with the Northern Business District Reconstruction Project.

**Resolution No.**

**Authorizing the Payment of \$169,750 to DuPage County EDP  
for Banking Fee (Fee-in-lieu) for Wetland Disturbance associated with the  
Northern Business District Reconstruction Project**

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

THAT the Village Board authorizes payment to the DuPage County EDP for a banking fee (fee-in-lieu) for wetland disturbance associated with the Northern Business District Reconstruction Project in the amount of \$169,750 as required under the DuPage County Stormwater Ordinance.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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Frank Soto  
Village President

ATTEST:

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JoEllen Ridder  
Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

TYPE: Resolution SUBMITTED BY: J. Caracci DATE: 5/11/11

DESCRIPTION: Resolution to approve purchase of vehicles for the Public Works & Community Development Departments

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: I & E

DATE: 5/17/11

**BACKGROUND:** Staff was asked to compile a Capital Plan for vehicle replacement during the past budget cycle. At that time future replacement needs for all Village departments were determined using several factors such as APWA's vehicle replacement guidelines, direction from department heads on their current and future needs, and useful life left in the vehicle. Below are staff's recommendations for replacement to the Village's fleet for FY11.

**KEY ISSUES:** As per agreement with Roesch Ford of Bensenville, IL to provide the Village with vehicles at a cost determined by the lowest bidder of the Suburban Purchasing Cooperative/State Bid. Below are the quoted prices.

Vehicle	Cost
2011 Ford F-250 4x4 Regular Cab Pickup Truck (PW)	\$ 23,008.00
2011 Ford F-450 4x2 Crew Cab w/ Dump Body (PW)	\$ 54,769.00
2011 Ford Explorer 4x4 Sport Utility Vehicle (PW)	\$ 26,907.55
2012 Ford Fusion Sedan (CD)	\$ 15,425.00
<b>TOTAL COST:</b>	<b>\$ 120,109.55</b>

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Staff recommends approval of vehicle purchases from Roesch Ford of Bensenville, IL as they are honoring the Suburban Purchasing Cooperative's lowest bidder prices.

**BUDGET IMPACT:** These vehicles have been budgeted for in FY 2011.

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Roesch Ford of Bensenville, IL for the purchase of new vehicles.

**Resolution No.**

**Authorizing the Execution of a Purchase Order and Contract for Vehicle Purchases  
to Roesch Ford**

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

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents to Roesch Ford of Bensenville, IL for purchase of new vehicles for an amount of \$120,109.55.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution    **SUBMITTED BY:** Denise Pieroni    **DATE:** May 11, 2011

**DESCRIPTION:** Resolution approving an agreement with the Rory Group, LLC for its consulting services in connection with intergovernmental relations.

### **SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

*Financially Sound Village*  
 *Quality Customer Oriented Services*  
 *Safe and Beautiful Village*

*Enrich the lives of Residents*  
 *Major Business/Corporate Center*  
 *Vibrant Major Corridors*

**ASSIGNED COMMITTEE:** Administration, Finance & Legislation

**DATE:** 5/17/2011

**BACKGROUND:** The Rory Group has been successfully providing consulting services in connection with intergovernmental relations to the Village since early 2010. They have assisted the Village in moving forward numerous mission critical projects/assignments including facilitating communications between Bensenville and the City of Chicago relating to the expansion of the O'Hare International Airport; serving at the State level as a spoke person and advocate for the extension of TIF #4; and serving as the Village's advocate for major transportation projects such as the Western bypass. For other issues, they have identified and brought to the table key stakeholders which served to enhance our chances for success. The Board has developed a vision for the community. To successfully implement this vision, we need a partner, such as the Rory Group, that can work on our behalf to open the doors to secure both the funding for these projects and to enhance our chances of recruiting the preferred businesses contemplated in this vision. As proposed, the term of this agreement runs through May 2013. As drafted the Village, however, has the right to terminate the agreement at any time subject to a 30 day written notice provision. The agreement establishes an annual fee of \$120,000 payable month in 12 equal installments.

**KEY ISSUES:** These next several years are critical. The Village needs to make sure that they have a team in place that will help them achieve the vision of becoming a major corporate center not only within the region but also from a national and international perspective.

**ALTERNATIVES:** Committee discretion.

**RECOMMENDATION:** Committee review and approval of the agreement with the Rory Group providing for consulting services in connection with intergovernmental relations at an annual cost of \$120,000 and, subject to a positive recommendation from the Committee, formal action by the Village Board on the Resolution. .

**BUDGET IMPACT:** The cost for the work scope identified in the proposal is included in the 2011 budget.

**ACTION REQUIRED:** Motion by Committee to approve the agreement and, subject to a positive recommendation from the Committee, passage of the resolution by the Village Board approving the agreement with the Rory Group.

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
THE RORY GROUP, LLC FOR ITS CONSULTING SERVICES IN CONNECTION  
WITH INTERGOVERNMENTAL RELATIONS**

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

WHEREAS, the VILLAGE, pursuant to 65 ILCS 5/2-2-12, is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the VILLAGE desires to enter into an agreement with the Rory Group, LLC (hereinafter the “RORY GROUP”) for consulting services in connection with the proposed expansion of the O’Hare Airport and for advisory services in connection with fostering cooperative intergovernmental relations with other municipalities and the State of Illinois; and

WHEREAS, the VILLAGE will benefit from the consulting and advisory services rendered by the RORY GROUP in that said services will enable the VILLAGE to implement a long-range development plan and to establish long-term cooperative relationships with municipalities and the State of Illinois; and

WHEREAS, for the aforesaid reasons, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a consulting agreement with the RORY GROUP for consulting services in connection with advisory services in connection with intergovernmental relations (hereinafter the “AGREEMENT”), which AGREEMENT is attached

hereto as Exhibit "A" and incorporated herein by reference.

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

**SECTION ONE:** The recitals set forth above are incorporated herein and made a part hereof.

**SECTION TWO:** The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the AGREEMENT attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 17th day of May, 2011.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Corey Williamsen, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT** (“Agreement”) is made and entered into by and between The Rory Group, LLC, an Illinois Limited Liability Company (the “Consultant”) and The Village of Bensenville, Illinois (the “Village) as of the 17th day of May 2011.

**WHEREAS**, the Village wishes to continue to utilize the benefits of Consultant’s experience and know-how in connection with the Village’s desire to prosper from the enhancement and expansion of relations with other municipalities and the State of Illinois. Village agrees to engage Consultant to render consulting and advisory services to the Village on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Consultant wishes to accept such engagement upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Consultant agree as follows:

### **1. Consulting Services.**

a. The Village hereby engages Consultant as a consultant to the Village, and Consultant hereby agrees to accept such engagement, upon the terms and conditions set forth in this Agreement. During the term of this Agreement, Consultant shall:

(1) advise and assist the Village on matters of governmental and other public sector relations and contracts; (2) economic re-development and (3) perform such other additional services as may be assigned to Consultant from time to time by the Village, including but not limited to; general consulting activities, market place and general economic expansion and disadvantaged and minority business enterprise advisement.

b. In performance of its duties under this Agreement, Consultant shall report and be responsible only to the Village Manager, the President of the Village and/or the Village Attorney or other designated representative, who shall be responsible for monitoring Consultant’s work under this Agreement.

c. In the performance of its duties under this Agreement, Consultant agrees that it will not:

(1) negotiate or enter into any oral or written contract, agreement, or arrangement on behalf of, or in the name of, the Village, or otherwise bind the Village, without the prior written consent of the Village Manager, Village President and/or the Village Attorney or other designated representative;

(2) engage in any conduct, or cause the Village to engage in any conduct, which would result in the Village’s breach or violation of any agreement, law, ordinance, or regulation;

(3) perform work on behalf of entities other than the Village, to the extent such work interferes with the contractual obligations hereunder.

2. **Term.** The term of Consultant's retention and engagement under this Agreement shall begin on June 1, 2011 through May 31, 2013, unless terminated sooner as provided for herein.
3. **Compensation.** In consideration of all services to be performed by Consultant under this Agreement, the Village agrees to pay Consultant a total fee of One Hundred Twenty Thousand Dollars (\$120,000.00) over a period of one year. This total fee is to be paid on a monthly basis in twelve equal payments of Ten Thousand Dollars (\$10,000.00) due by the 5<sup>th</sup> day of each month.
4. **Payment of Taxes.** Consultant shall be responsible for payment of all taxes arising from Consultant's engagement under this Agreement, including federal and state income taxes and any applicable Social Security (FICA) and/or self-employment taxes. The Village will not pay any unemployment compensation or workers' compensation taxes or premiums on behalf of Consultant.
5. **Expenses.** The Village shall be responsible for all reasonable out-of-pocket expenses that the Consultant incurs in performance of his duties under this Agreement, such expenses are to be approved by the Village Manager. Village reserves the right to review all expenses incurred by the Consultant on the Village's behalf.
6. **Termination of Agreement.** Either Party may elect to terminate this Agreement upon the occurrence of any of the following:
  - (1) A written agreement, signed by Consultant and the President and/or the Village Attorney or other designated representative of the Village, agreeing to terminate this Agreement;
  - (2) If Consultant; (A) is unwilling to perform his duties or obligations pursuant to this Agreement or otherwise violates this Agreement, (B) commits any dishonest, fraudulent or grossly negligent act in his capacity as a consultant to the Village, or (C) in bad faith acts in a manner materially inconsistent with the best interests of the Village;
  - (3) If Consultant fails to perform as mutually agreed herein and Village outlines, in written notice, consultant's nonperformance as being a specific cause for termination of the Agreement and Consultant does not cure such failure or nonperformance within ten (10) days of receipt of such written notice.
  - (4) Thirty (30) days written notice from the Village, provided Consultant will be paid for all work performed and expenses incurred through the date of termination.
7. **Incapacity.** If Consultant is unable to perform its duties and responsibilities hereunder for more than thirty (30) days during the period of the Consulting Agreement, Village shall have the right to terminate the Agreement, with a ten (10) day written notice.
8. **Independent Contractor.** It is understood that while this Agreement is in effect, Consultant is an independent contractor and not an employee of the Village, and that this Agreement is not an employment agreement. Consultant shall not be deemed an employee, agent, partner or joint venture of the Village and the Village shall not exercise any control or supervision with respect to his services, except to the extent that the Village may provide specifications, descriptions, time schedules and goals for projects and exercise the right to evaluate Consultant's work product provided under this Agreement.

**9. Notice.**

To Village: The Village of Bensenville  
Attn: Michael Cassady, Village Manager  
12 S. Center Street  
Bensenville, IL 60106  
Facsimile: 630-594-1105

And to: Bond, Dickson & Associates, P.C.  
Attn: Patrick K. Bond, Esq.  
400 S. Knoll Street, Unit C  
Wheaton, IL 60187  
Facsimile: 630-681-1020

To Consultant: Terry Teele  
Rory Group, LLC  
212 W. Washington, Suite 1904  
Chicago, IL 60606

And to: Thomas R. Raines Attorney at Law, LLC  
815 W. Van Buren Street, Suite 204  
Chicago, IL 60607  
Facsimile: 312-226-1164

**10. Non-Disclosure.** Consultant acknowledges that in the course of the term of this Agreement, Consultant will have access to confidential information of the Village. Accordingly, Consultant agrees that it will not at any time, without the express prior consent of the Village Manger, Village President and/or the Village Attorney or other designated representative of the Village:

- (1) disclose, directly or indirectly, any confidential information to anyone outside the employ of the Village, except as may be reasonably necessary or appropriate in connection with the performance of its duties under this Agreement; or
- (2) use, directly or indirectly, any confidential information for the benefit of anyone other than the Village.

**11. Miscellaneous.**

a. This Agreement constitutes the entire agreement of Consultant and the Village with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements between the parties in their entirety, and may not be modified or amended in any way except in writing by the parties to this Agreement.

b. The terms of this Agreement shall be governed and construed according to the laws of the State of Illinois without regard to that state's principles regarding choice of law.

c. If any part or parts of this Agreement are invalid or unenforceable for any reason, the remaining parts shall nevertheless be valid and enforceable.

d. Any party's failure to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of the right of that party to enforce that provision at

any time thereafter. No waiver of any breach of this Agreement shall be effective unless it is in writing.

THE RORY GROUP, LLC

VILLAGE OF BENSENVILLE

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Terry Teele, Principal

May 17, 2011

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Frank Soto, President

May 17, 2011

**TYPE:** Ordinance Amendment **SUBMITTED BY:** Chief Frank Kosman **DATE:** 5-11-11

**DESCRIPTION:** Amendment to Building Code 9-2-3

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Public Safety Committee and Village Board

**DATE:** 5-17-11

**BACKGROUND**

As part of the Police Dispatch Consolidation project, the police department will no longer be monitoring the fire alarm panel at the Police Department's Communication Center as the Police Department will no longer have a Communication Center. Addison will be the communication center for the police department, and they do not provide an alarm monitoring services. The Village has contracted with Midwest Central Dispatch to monitor the alarms. Therefore, the below code should be amended to be in agreement with the change.

**KEY ISSUES:**

The current Building Code Amendments Section, 9-2-3 states the following:

903.4.1.1 Add new section 903.4.1.1 as follows:

“Fire department Supervision. Where required by the fire official to protect from hazards to life and property, the fire alarm system shall terminate at the village dispatch center of the Police Department Communications Center. Private monitoring services shall be allowed in addition to the required village monitoring.

The proposed ordinance amendment would change it to the following:

903.4.1.1 Add new section 903.4.1.1 as follows:

“Fire Department Supervision. Where required by the fire official to protect from hazards to life and property, the fire alarm system shall terminate at the Village designated dispatch center. Private monitoring services shall be allowed in addition to the required Village monitoring.

**ALTERNATIVES:**

Discretion of the Committee and Board.

**RECOMMENDATION:**

Staff recommends the ordinance amendment.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Committee and Board pass the proposed ordinance amendment.

**ORDINANCE #**

**AMENDING VILLAGE CODE  
TITLE 9, Building Regulations  
CHAPTER 2, Building Code  
SECTION 9-2-3, Amendments to the Building Code**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

**SECTION ONE:** Title 9, Chapter 2, Section 9-2-3 of the Village Code is hereby amended in part by deleting the following provision:

903.4.1.1 Add new section 903.4.1.1 as follows:

“Fire department Supervision. Where required by the fire official to protect from hazards to life and property, the fire alarm system shall terminate at the village dispatch center of the Police Department Communications Center. Private monitoring services shall be allowed in addition to the required village monitoring.

**SECTION TWO:** Title 9, Chapter 2, Section 9-2-3 of the Village Code is hereby amended in part by adding the following provision:

903.4.1.1 Add new section 903.4.1.1 as follows:

“Fire Department Supervision. Where required by the fire official to protect from hazards to life and property, the fire alarm system shall terminate at the Village designated dispatch center. Private monitoring services shall be allowed in addition to the required Village monitoring.

**SECTION THREE:** All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

**PASSED AND APPROVED BY THE** President and Board of Trustees at the Village of Bensenville, this 18th day of May, 2011.

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Frank Soto  
Village President

ATTEST:

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Corey Williamsen  
Deputy Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Absent: \_\_\_\_\_

**TYPE:** Ordinance Amendment **SUBMITTED BY:** Chief Kosman **DATE:** 5-11-11

**DESCRIPTION:** Amendment to Village Code Creating a Residential Parking Permit Only Zone on the East Side of the 500 and 600 Block of South John Street

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Public Safety Committee and Village Board

**DATE:** 5-17-11

**BACKGROUND**

Currently, there is no parking on either side of the 500 and 600 block of John Street. This ordinance was put into effect in order to encourage the users of Redmond Park to park in the parking lot instead of on the street. This was done in response to residents complaints of the park users parking on the street and loitering by their cars parked in front of the residents' homes. Recently, seven (7) residents of the 500 and 600 block of John Street have signed a petition to allow permit parking on John Street to allow persons visiting them to be able to park on the street. The petition is attached.

**KEY ISSUES:**

There is no residential only permit parking on any public streets currently anywhere in the Village. This will set a new precedence, but is the only alternative that staff can find to resolve the issue with the park users causing a nuisance by parking in the street even though a parking lot with ample parking is provided and allowing the residents and visitors to park in front of their homes. This proposed ordinance would provide the residents a temporary residential parking permit for each of their vehicles registered in the village and four (4) temporary residential parking permits that they can distribute to their visitors. The permits would have to be displayed when the vehicle is parked on the street.

**ALTERNATIVES:**

Discretion of the Board

**RECOMMENDATION:**

Staff recommends the ordinance amendment.

**BUDGET IMPACT:**

None

**ACTION REQUIRED:**

Committee and Board pass the proposed amendment.

Petition to have Temporary Parking on the East Side of John Street

Petition summary and background	To allow visitors of residents on John Street to park by displaying in some way (to be determined) a temporary parking privilege on the East Side of John Street. This does not allow overnight parking.
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to [Enter action item(s) for which you are petitioning]

Printed Name	Signature	Address	Comment	Date
Brian Kasman	Brian Kasman	633 John	Church needs stop sign at intersection of 5th and Park in the Park	3-13-11
Mark Tolson	Mark Tolson	601 John	Church needs parking	3-13-11
Melanie Daugherty	Melanie Daugherty	571 John	Church needs parking	3-14-11
Lauren Nelson	Lauren Nelson	591 John	Permit parking (circle)	3-27-11
Tim Riesman	Tim Riesman	581 John	Permit parking	4-11-11
Thomas Schaffer	Thomas Schaffer	615 John	Permit parking	4-14-11
Debbie Schell	Debbie Schell	681 John	No permit parking	4-11-11
		719 John	No permit parking	4-11-11

**ORDINANCE #**

**AMENDING VILLAGE CODE  
TITLE 5, TRAFFIC AND MOTOR VEHICLES  
CHAPTER 2, STOPPING, STANDING OR PARKING  
SECTION 5-2-27, RESIDENTIAL PARKING PERMITS**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Bensenville, Counties of Du Page and Cook, Illinois, as follows:

**SECTION ONE:** Title 5, Chapter 2, Section 5-2-27 of the Village Code is hereby amended in part by adding the following provisions:

- A. The following regulations shall govern the parking in areas designated as residential parking permit areas. Signs shall be posted at the end of each block and in appropriate places in the middle of the block stating that parking is allowed by residential permit only.
- B. It shall be illegal to park any vehicle in such area unless such vehicle has a current residential parking permit displayed. The village shall issue one (1) residential parking permit for each vehicle bearing a Bensenville vehicle sticker and which is based from a residential unit on the street designated residential parking permit area.
- C. In addition, the village shall issue four (4) residential parking permits for visitors to any residence in the residential parking permit area. Any misuse of such permits shall render the same invalid and the same shall not be issued to the person or household which originally held the same. Visitors' parking is limited to the time that the person driving the visiting vehicle is actually in the residence or on the property being visited.
- D. The provisions of this section shall not apply to any service or delivery vehicle when used to provide services or to make deliveries to residences within a residential parking permit area, provided that the parking of such vehicle does not exceed the time the services or deliveries are being made.
- E. When signs are erected giving notice thereof, no person shall park a vehicle for a longer period than indicated on any of the following streets or areas:

John Street, east side, from the south end of the cul de sac  
to George Street

SECTION TWO: All ordinances in conflict herewith are repealed to the extent of said conflict. This ordinance is in full force and effect from and after passage and publication according to law.

PASSED AND APPROVED BY THE President and Board of Trustees at the Village of Bensenville, this 17th day of May, 2011.

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Frank Soto  
Village President

ATTEST:

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Corey Williamsen  
Deputy Village Clerk

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Absent: \_\_\_\_\_

**TYPE:** Resolution    **SUBMITTED BY:** Chief Frank Kosman **DATE:** 5/17/11

**DESCRIPTION:** Consider a Resolution authorizing Changes to the BOFPC Rules in regards to Applicant Qualifications and the Appointment Process

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE/BOARD ACTION:** 4/26/11: Approve Ordinance  
and Provide Recommendation to BOFPC 05/10/11: Tabled to  
05/17/11

**DATE:** 5-17-11

**BACKGROUND:** The date for the written and agility test are scheduled for Saturday, 7-30-11. Staff is recommending adjustments in the minimum qualifications for police officers and sequence changes in the appointment process by the Board of Fire and Police Commissioners. The direction given by the Village Board will be incorporated into the Rules and Regulations of the Board of Fire and Police Commissioners for the Village of Bensenville.

**KEY ISSUES:**

The Public Safety Committee discussed proposed changes to police officer minimum qualifications at the April 26<sup>th</sup> meeting. Specifically, staff recommended requiring a four-year bachelor's degree for future office candidates. The Committee made suggestions for allowing lateral transfers for experienced officers from other departments and allowing for credit for military service. Also discussed was reverting back to more common and cost effective testing procedures allowing for the polygraph, background, and oral interview to occur before the conditional offer of condition is made to the applicant. See the attached letter and rule changes prepared by Charles Hervas for the proposed changes and a survey on minimum officer qualifications.

**ALTERNATIVES:**

1. Approve a Resolution authorizing changes to the Rules and Regulations of the Board of Fire and Police Commissioners.
2. Discretion of the Committee.

**RECOMMENDATION:** Staff recommends approval of changes to the Rules requiring a four year Bachelor's Degree for future police officer candidates. The Board of Fire and Police Commissioners discussed the requirements at their meeting on April 27<sup>th</sup>. Some Commissioners favored a requirement for a Bachelor's Degree or 60 hours of college credit and a minimum of four years honorable military service. No official recommendation was provided. To continue efforts in professionalizing the Department, staff recommends the requirement of a four year degree. Staff also supports changes to the appointment process to require the polygraph, background and oral interview in advance of a conditional offer.

**BUDGET IMPACT:**

Raising the education requirement and charging an application fee should lower the costs significantly. Changing the process would start eliminating applicants with a \$175 polygraph test rather than a \$500 psychological test.

**ACTION REQUIRED:** Motion to Approve the Ordinance and provide feedback to the BOFPC.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING CHANGES TO THE BOARD OF FIRE AND POLICE COMMISSION RULES AND REGULATIONS REGARDING APPLICANT QUALIFICATIONS AND PROCESSING.**

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

That the Board of Trustees hereby authorize the Board of Fire and Police Commission for the Village Bensenville to:

1. Amend Section 4 of the Rules and Regulations to require all applicants to possess a bachelor's degree from an accredited college or university; and
2. Amend Section 7 of the Rules and Regulations to require polygraph examination, psychological examination and background investigation, and oral interview in advance of a conditional offer of employment.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Corey Williamsen, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

# HERVAS, CONDON & BERSANI, P.C.

ATTORNEYS AND COUNSELORS AT LAW

CHARLES E. HERVAS  
MICHAEL W. CONDON  
MICHAEL D. BERSANI\*  
JASON W. ROSE

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[chervas@hcbattorneys.com](mailto:chervas@hcbattorneys.com)

April 15, 2011

## VIA EMAIL & U.S. MAIL

Ms. Mary Rivera  
Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

RE: Bensenville Fire and Police Commission

Dear Mary:

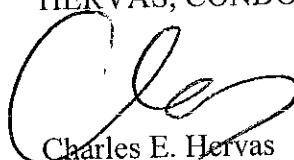
Enclosed please find a draft of proposed changes to the entry level testing process for police applicants. I note that the next Board meeting is scheduled for April 27, 2011 at 6:00 p.m. At the last meeting, the Board indicated that I should draft revised rules that return the process to the way matters were handled prior to 2008. The enclosed revised rules return to a 13-step process for becoming a Bensenville police officer. Specifically, the revised rules allow for the polygraph, background, and an oral interview to occur before a conditional job offer is made to the applicant. I also took the opportunity to clean up some of the language from the pre-2008 rules and to clarify matters that might have been confusing.

Additionally, I changed the education requirement found in Chapter III, Section 4 to require a bachelor's degree from an accredited college or university. There had been some discussion about giving credit for each year someone served in the military. However, I was unclear as to how the exact language should appear. Does the Board consider four years of miliary service the equivalent of a bachelor's degree? This question needs to be answered for the final draft.

I will be present at the meeting on April 27<sup>th</sup>. If anyone has any questions regarding this matter before the meeting, please feel free in giving me a call.

Very truly yours,

HERVAS, CONDON & BERSANI, P.C.



Charles E. Hervas

CEH/jrh

Enclosure

cc: Chief Frank Kosman  
Mr. Joseph Storto  
Mr. Anye Whyte  
Mr. Luis Rivas, Jr.

SUSPENSION refers to the temporary removal of any member of the department for cause according to law.

The masculine noun or pronoun includes the feminine. The singular includes the plural and the plural the singular.

## CHAPTER III - QUALIFICATIONS FOR APPOINTMENT

### SECTION 1 - RESIDENCE.

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

### SECTION 2 - CHARACTER.

An applicant must be a person of good moral character, of temperate habits, capable of performing the essential functions of the position with or without reasonable accommodation, and not a habitual drunkard, gambler, or a person who has been convicted of a felony or a crime involving moral turpitude, with the exception of the misdemeanor convictions set forth in 65 ILCS 5/10-2.1-6(c) and (j).

### SECTION 3 - AGE.

Applicants must be 21 years of age and shall be under 35 years of age unless exempt from such age limitation as provided in Section 5/10-2.1- 6 of the Fire and Police Commissioners Act. Proof of birth date will be required at time of application. Other statutory or otherwise legal age limitations in effect at the time of application shall be applicable.

### SECTION 4 - EDUCATION.

No person shall be appointed to the Department if he or she does not possess a high school diploma or an equivalent high school education. Police applicants must also possess a bachelor's degree from an accredited college or university.

### SECTION 5 - DISQUALIFICATIONS.

For other reasons, including but not necessarily limited to the following, the Board may refuse to examine an applicant or, after examination, to certify the applicant as eligible, if the applicant:

1. is found lacking in any of the established preliminary requirements or qualifications for the service for which he or she applies;
2. is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without a reasonable accommodation;
3. whose misuse or abuse of alcohol is inconsistent with the performance of the essential functions of the position applied for; or who is a current user of controlled substances or cannabis, other than under the supervision of a licensed healthcare professional in

accordance with federal law.

4. has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 65 ILCS 5/10-2.1-6.
5. has been dismissed from any public service for good cause;
6. has attempted to practice any deception or fraud in his or her application;
7. whose character and employment references are unsatisfactory; or
8. has applied for a position of a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

## CHAPTER IV - APPLICATIONS

### SECTION 1 - APPLICATION SUBMISSIONS.

All applicants must fill out the blank application forms furnished by the Commission, and comply with the requirements of said forms in every respect. The application forms must be filed with the Board prior to taking an examination or as specified by the Board.

Applicants shall furnish with their application forms a copy of their Military Service Record, Discharge papers, high school diploma or proof of an equivalent high school education, and their college or university transcripts, if applicable.

### SECTION 2 - EFFECT OF FALSE STATEMENTS.

A false statement knowingly made by any person in an application for examination, connivance of any false statement made in any certificate which may accompany such application, any material omissions of information, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the register of eligibles, or for removal or discharge during probation, or thereafter.

### SECTION 3 - DEFECTIVE APPLICATIONS.

Defective applications shall be cause for rejection.

### SECTION 4 - FRAUD IN APPLICATION OR EXAMINATION.

Any applicant for original appointment who provides inaccurate or incomplete information, either on his or her application form or elsewhere during the application process shall not be included on the eligibility register or shall be immediately removed from the eligibility register, and shall not be permitted to take part in any future examination for appointment to the Department. Providing such inaccurate information, shall also constitute grounds for discipline against any applicant who is hired, including, but not limited to, discharge.

### SECTION 5 - NOTICE OF TESTING.

The Secretary shall post a public notice that shall notify all applicants of the due date for applications and of the date and time for orientation and subsequent examinations.

## **SECTION 6 - RELEASE OF LIABILITY.**

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a Physical Aptitude Test in favor of the Village of Bensenville on a form to be prescribed by the Board.

## **SECTION 7 - APPLICANT PRE-QUALIFICATIONS.**

- a) Notwithstanding anything to the contrary contained herein, the Board at its discretion may require that all applicants register with and pre-qualify by successfully completing all testing/examination pre-requisites as established by the testing agency designated by the Board. The designated agency's representative shall certify to the Board the date that an applicant has completed all pre-qualification testing by that agency. Individual applicants will be responsible for contacting the designated agency to arrange registration and completion of all testing requirements.
- b) Pre-qualified applicants shall be required to submit to a polygraph examination, in-depth psychological examination, background investigation and a thorough medical examination, as more specifically set forth in "Chapter V-Examinations."
- c) To the extent that the rules set forth in "Chapter V-Examinations" do not conflict with the rules governing pre-qualified applicants, the rules set forth in "Chapter V-Examinations" shall also be applicable to the pre-qualified applicants.

## **CHAPTER V - ORIGINAL APPOINTMENTS**

### **SECTION 1 - NOTICE OF EXAMINATIONS.**

Examinations shall be held on the dates fixed by the Board and advertised in a local paper in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held;
- b) The location where applications may be obtained and the date by which applications must be returned to the Board;
- c) The position to be filled from the resulting eligibility list; and
- d) Such other further regulations as may be appropriate or necessary under state or federal law.

## **SECTION 2 - THIRTEEN STEPS TO THE ORIGINAL APPOINTMENT PROCESS**

The examination listed in the below sequence of steps shall be conducted by the Board. The sequence of testing may vary at the discretion of the Board. However, the psychological and medical examinations shall be conducted after the Board has extended a conditional offer of employment to the applicant. Failure to successfully complete any portion of the examination process shall disqualify the applicant from any further participation.

### **STEP 1: ORIENTATION**

All applicants shall attend the original appointment orientation. Failure to attend the orientation shall result in the applicant's disqualification from further consideration. Exceptions shall be granted only due to extenuating circumstances, as determined by the Board. At the orientation, applicants shall advise the Board in writing of any disability requiring accommodation in order to participate in the application or testing process. At that time, the applicant shall adequately document the need for an accommodation in the making of the request. The application form shall advise the applicant that at the orientation, the applicant must advise the Board of the need for such accommodation. Upon receipt of such request, the Board shall determine, in accordance with the provisions of the Americans with Disabilities Act, whether or not an accommodation is appropriate, and may employ special counsel to advise it in connection with such a request. Applicants shall be prepared to specify what accommodations they desire or think necessary.

### **STEP 2: PHYSICAL APTITUDE TEST**

All applicants may be required to submit themselves to a physical aptitude test. Only applicants who have passed the Physical Aptitude Test will be permitted to participate in the written examination. This test is graded on a pass or fail basis.

### **STEPS 3 & 4: WRITTEN AND ORAL EXAMINATIONS**

Information as to the type of written and oral examinations employed by the Board shall be provided as part of the orientation program. All examination papers and notes shall be and remain the property of the Board, and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration. The written and oral examinations are each worth 50% of the applicant's score which is considered for placement on the initial eligibility register. Therefore, the written and oral examinations make up 100% of the applicant's score on the initial eligibility register.

Both the written and oral portions shall possess minimum passing scores that shall be announced by the Board prior to testing. The minimum scores may vary from prior tests based upon the examination or the testing agency used by the Board. The combined scores of the written test and oral interview shall form the initial eligibility roster.

In any given testing period the Board may utilize its discretion to forgo the use of an oral examination under this section. In such instances the score of the written examination shall constitute 100% of the applicant's score on the initial eligibility roster.

### STEP 5: INITIAL ELIGIBILITY REGISTER

The Board shall prepare an "initial eligibility register" of the applicants who successfully completed the requisite steps listed in steps 1 through 4 above. Applicants shall be placed on the initial eligibility list in the order of their relative excellence as determined by their test scores. The applicants will be listed in order of excellence based on their final combined score. A dated copy of the "initial eligibility register" shall be sent to each person appearing thereon and shall be posted at Village Hall and police department.

### STEP 6: PREFERENCE POINTS

This initial eligibility register is subject to change with the addition of the veterans, educational or law enforcement preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 of the Act.

Applicants who are eligible for veterans, educational, law enforcement preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the eligibility list or such claim shall be deemed waived.

To any person who is entitled to veterans, educational or law enforcement preference points whose name appears on the register of eligibles, the Board shall add five (5) points (5/10-2.1-8 and 5/10-2.1-9) upon request of applicant. As a matter of law, these preference points are not cumulative.

### STEP 7: FINAL ELIGIBILITY REGISTER

The Board will prepare a "final eligibility register," which shall include timely and properly claimed veterans, educational, law enforcement preference points added to the original scores of the applicants. In the event of a tie score, the placement of the tied applicant's names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board in whatever manner the Board deems appropriate.

A dated copy of the final eligibility register shall be sent to each person appearing thereon. This copy shall include the date of expiration of the register two (2) years from the date of posting.

Applicants shall be appointed from the eligibility list in the descending order in which their names appear. Notwithstanding anything to the contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants. If more than one certified applicant exists, he or she may be chosen, at the Board's discretion, in his or her order of relative excellence.

All applicants whose names appear on the final eligibility register shall at all times keep the Secretary of the Board informed of their current home address and home telephone number. If any applicant fails to notify the Board regarding any change in address and/or change in telephone number, and the Board is unable, after reasonable attempts, to contact the applicant regarding any appointment or further examinations required by the Board, the applicant's name shall be stricken

from the list.

Appointment from the Final Eligibility Register is subject to satisfactorily completing steps 1-12 listed in this section. Steps eight through ten (listed below) shall proceed only after a vacancy has been certified. Upon receipt from the Village Manager of certification of one or more vacancies existing either in the Police Department, the Board shall commence the process to fill such vacancy and proceed with steps eight through ten (listed below).

#### STEP 8: POLYGRAPH TEST

Any applicant for original appointment to the Police Department of the Village of Bensenville, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such test shall disqualify the applicant from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 9: BACKGROUND INVESTIGATION

Each applicant for original appointment may be required to submit to a background investigation. Failure of the applicant to take, cooperate and successfully complete such background investigation shall disqualify him or her from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 10: INDIVIDUAL ORAL INTERVIEW

At least a quorum of the Board shall participate in the individual oral interview of each applicant. Questions shall be asked of the applicant that will enable the Board to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each individual oral interview the Board will discuss the applicant's abilities using the traits listed above. All examination papers and notes shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal. Applicants, who fail to take, cooperate and successfully complete the individual oral interview will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 11: CONDITIONAL JOB OFFER EXTENDED

Once an applicant satisfactorily completes all of the above stated steps in this section, the Board shall extend an offer of employment to the applicant that is conditional upon the applicant passing an in-depth Psychological Examination and a Medical Examination (which may include tests for vision, hearing, the presence of communicable diseases as well as a screen for any drugs and narcotics). An applicant, upon receipt of a conditional offer of employment, shall submit himself within the time specified by the Board for all examinations required by the Board.

## **STEP 12: MEDICAL AND PSYCHOLOGICAL EXAMINATIONS**

Each applicant for original appointment shall submit to the medical and psychological examinations required by the Board. An applicant's psychological examination shall be conducted by such psychologist or psychiatrist as the Board may designate.

In the event any of the Board mandated examinations disclose a disability, as defined in the Americans with Disabilities Act or the Rules and Regulations promulgated there under, the Board may require the applicant to submit to such other and further examinations as may be necessary to determine whether or not the applicant can perform the essential job functions, with or without reasonable accommodations, or whether a candidate with a disability poses a direct threat to the health and safety of himself or others and cannot perform the job at a safe level with reasonable accommodation. The Board may employ additional specialists to advise them concerning such matters or to evaluate the applicant.

All medical and psychological examinations shall be without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such examinations shall result in the withdrawal of the conditional job offer and shall eliminate the applicant from further consideration. Should the applicant fail to take, cooperate or successfully complete the required examinations, or any one of them, the Board shall notify the applicant that the conditional offer of employment has been withdrawn. These examinations are graded on a pass or fail basis.

Each applicant shall cooperate fully and completely with each and every examining agency. Should the Board be notified that any applicant has failed to fully and completely cooperate with the examining agency; such failure to cooperate shall be deemed an automatic failure of the examination. The examining agency may terminate the examination at any point at which the examining agency determines that the applicant is being uncooperative or is attempting to obstruct the examination process.

## **STEP 13: FINAL JOB OFFER**

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Upon successfully satisfying steps one through twelve (1-12) listed above, the Board shall extend a final job offer to the applicant.

# **CHAPTER VI - APPOINTMENT, PROBATION, AND FINAL CERTIFICATION**

## **SECTION 1 - APPOINTMENTS.**

The Board of Fire and Police Commissioners shall appoint all officers and members of the Departments, with the exception of Community Service officers and other non-officer clerical and administrative staff. All Chiefs and Deputy Chiefs shall be appointed or promoted by the Village Manager.

## **SECTION 2 - WAIVER OF APPOINTMENT.**

Eligible candidates may waive appointment with five (5) business days of the transmission of a tender of appointment without losing their position on the eligibility register; provided, however, that such waiver shall be in signed, written form, and shall state the candidate's reasons for

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**RULES AND REGULATIONS  
OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS  
VILLAGE OF BENSENVILLE  
STATE OF ILLINOIS**

APRIL 9, 1998  
ADOPTED: \_\_\_\_\_

DECEMBER 14, 2006  
REVISED: \_\_\_\_\_

JANUARY 13, 2007  
PUBLISHED: \_\_\_\_\_

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**RULES AND REGULATIONS  
OF THE  
BOARD OF FIRE AND POLICE COMMISSIONERS  
OF THE  
VILLAGE OF BENSENVILLE  
STATE OF ILLINOIS**

As adopted by the Board of Fire and Police Commissioners of the Village of Bensenville, Illinois, effective April 25, 1998; amended November 28, 2002; amended May 6, 2004; amended October 18, 2006, amended December 14, 2006.

**CHAPTER I - ADMINISTRATION**

**SECTION 1 - SOURCE OF AUTHORITY.**

The Board of Fire and Police Commissioners of the Village of Bensenville, Illinois, derives its power and authority from an Act of the General Assembly entitled, Division 2.1 Board of Fire and Police Commissioners of Chapter 65 of the Illinois Compiled Statutes (hereafter referred to as "BFPC" Statute").

**SECTION 2 – POWERS OF THE BOARD**

The Board shall have such other powers and duties as are given it by the statutes of the State of Illinois or by ordinance.

**SECTION 3 - OFFICERS OF BOARD AND THEIR DUTIES.**

The Board shall annually, at the first meeting in May, elect a Chairman and a Secretary. They shall hold office until the end of the fiscal year of the municipality and until their successors are duly elected and qualified. The Chairman shall be the presiding officer at all meetings. The Secretary shall keep the minutes of all meetings of the Board in a permanent record book and shall be the custodian of all the forms, papers, books, records and completed examinations of the Board.

**SECTION 4 - MEETINGS.**

- a) Regular meetings shall be held at such times as the Board may determine in accordance with the Open Meetings Act, as it may from time to time be amended.

- b) Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening, called by the filing of a notice in writing with the Secretary of the Board and signed either by the Chairman of the Board or any two members thereof. This notice shall contain a brief statement of the business to be submitted for the consideration of the Board at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Board and in accordance with the Open Meetings Act.
- c) During any regular or special meeting a closed session may be held in accordance with the Open Meetings Act, as it may from time to time be amended. Closed sessions may be limited to Board members and such invited persons, as the Board may deem necessary. The secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the closed session.
- d) Public notice of any regularly scheduled or special meeting shall be made in accordance with the Open Meetings Act, **5 ILCS, 120/1 - 120/5.**

## **SECTION 5 - QUORUM.**

A majority of the members of the Board shall constitute a quorum for the conduct of all business.

## **SECTION 6 - ORDER OF BUSINESS.**

The order of business at any meeting shall be:

- a) Call to order
- b) Roll call
- c) Approval of the Minutes
- d) Communications
- e) Unfinished Business
- f) New Business
- g) Approval of Invoices
- h) Closed Session, if necessary
- i) Adjournment

## **SECTION 7 - PROCEDURE.**

The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

## **SECTION 8 - AMENDMENTS.**

Amendments to the rules of the Board may be made at any meeting of the Board. All amendments shall forthwith be printed for distribution and notice shall be given of the place or places where said rules may be obtained. Such notice shall be published in a newspaper of general circulation in the Village, specifying where such rules are available for inspection. The notice shall specify the date, not less than 10 days subsequent to the date of such publication, when rules shall go into effect.

## **SECTION 9 – CONFLICTS OF LAW**

Any chapters, sections and/or subsections of the foregoing Rules for the operation of the Board that are in conflict with the state statute or with any amendments thereto that may hereafter be enacted are null and void. This, however, does not invalidate any other Chapters, Sections and/or Subsections of said Rules.

## **SECTION 10 – CONFLICT OF RULES**

The personnel of the Police Department shall be governed by the Rules as adopted by the Board and the Regulations of the Police Department as adopted by ordinance. In case of conflict, the Rules of the Board shall govern.

## **SECTION 11 – ANNUAL REPORT AND BUDGET REQUEST**

The Board shall submit an Annual Report of its activities as required by 5/10-2.1-19 of the Board of Fire and Police Commissioners Act, and a budget Request for the ensuing year, as required by local ordinance and the aforementioned 5/10-2.1-19.

## **SECTION 12 – POLITICAL CONTRIBUTIONS**

No person in the Police Department of the Village of Bensenville, Illinois, shall be under any obligation to contribute any funds to render any political service, and no such person shall be removed or otherwise prejudiced for refusing to do so. No person in the Police Department of the Village of Bensenville, Illinois, shall discharge or promote or reduce, or in any manner change

the official rank or compensation of any other person in such service, or promise or threaten so to do, for withholding or refusing to make any contribution of money or service or any other valuable thing for any political purpose, or in any other manner, directly or indirectly, use his official authority or influence to compel or induce any other person to pay or render any political assessment, subscription, contribution or service.

## CHAPTER II - DEFINITIONS

APPOINT shall mean the act of the Board, in assigning applicants to positions.

BOARD and/or COMMISSION shall mean the Board of Fire and police Commissioners of the Village of Bensenville, Illinois

CAUSE means some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for the officer no longer occupying his position. The right to determine what constitutes cause is left to the discretion of the Board.

CHIEF shall refer to the Chief of the Police Department.

COUNSEL shall refer to one who has been admitted to the bar as an attorney at law in this State.

DECISION shall mean the written decision of the Commission after presentation of the charges and hearing all facts and arguments of the defense.

DEPARTMENT shall refer to the Police Department when used in the singular or the plural without specific identification.

DISMISSAL means the just discharge of a member of the Police Departments.

EXAMINATION refers to all tests given by the Board for original entry into Department or promotion therein.

GRADE shall mean the mark assessed by the examining body under the direction of the Commission.

HEARINGS mean the presentation of formal charges against members of the Department accompanied with proper defense.

OFFICER shall mean any person holding a regular office in the Police Department of the Village of Bensenville, Illinois. The word OFFICER shall not include auxiliary police officers except as provided in 65 ILCS 5/10-2/1-6.

PENALTY shall mean such disciplinary action that the Chief or Board may take against a member of the department in accordance with the Rules and State Statutes.

POSITION shall mean an office or rank as defined in 65 ILCS 5/10-2.1-1 et. seq.

PROBATIONARY PERIOD refers to the period dating from twenty four months from date of original appointment in the Police Department.

PROMOTION means the advancement from one rank to the next after passing the qualifying tests and interviews as established by the Commission subject to applicable probationary periods.

PREPONDERANCE OF EVIDENCE is defined as the greater weight of the evidence, that is to say, it rests with that evidence which, when fairly considered, produces the stronger impression, and has a greater weight, and is more convincing as to its truth when weighed against the evidence in opposition thereto.

REQUIREMENTS refer to all age, physical, medical and other qualifications of all candidates as required by the Board.

RULES shall mean the Rules of the Board of Fire and Police Commissioners of the Village of Bensenville.

SUSPENSION refers to the temporary removal of any member of the department for cause according to law.

The masculine noun or pronoun includes the feminine. The singular includes the plural and the plural the singular.

## **CHAPTER III – QUALIFICATIONS FOR APPOINTMENT**

### **SECTION 1 – RESIDENCE**

Applicants for examination must be citizens of the United States and/or an alien admitted for permanent residence or lawfully admitted for temporary residence and who produces evidence of intention to become a citizen of the United States.

### **SECTION 2 – CHARACTER**

An applicant must be a person of good moral character, of temperate habits, capable of performing the essential functions of the position with or without reasonable accommodation, and not a habitual drunkard, gambler, or a person who has been convicted of a felony or a crime involving moral turpitude, with the exception of the misdemeanor convictions set forth in 65 ILCS 5/10-2.1-6© and (j).

### **SECTION 3 - AGE**

Applicants **must be 21** years of age and shall be under 35 years of age unless exempt from such age limitation as provided in Section 5/10-2.1- 6 of the Fire and Police Commissioners Act. Proof of birth date will be required at time of application. Other statutory or otherwise legal age limitations in effect at the time of application shall be applicable.

## **SECTION 4 - EDUCATION**

No person shall be appointed to the Department if he or she does not possess a high school diploma or an equivalent high school education. Police applicants must also possess a minimum of 60 semester college credit hours from an accredited college or university, with emphasis in Public Safety or related field, at the time of application submission.

## **SECTION 5 - DISQUALIFICATIONS**

For other reasons, including but not necessarily limited to the following, the Board may refuse to examine an applicant or, after examination, to certify the applicant as eligible, if the applicant:

1. is found lacking in any of the established preliminary requirements or qualifications for the service for which he or she applies;
2. is physically or mentally unable to perform the duties of the position to which he or she seeks appointment, with or without a reasonable accommodation;
3. whose misuse or abuse of alcohol is inconsistent with the performance of the essential functions of the position applied for; or who is a current user of controlled substances or cannabis, other than under the supervision of a licensed healthcare professional in accordance with federal law.
4. has been convicted of a felony or any misdemeanor involving moral turpitude, as specified in 65 ILCS 5/10-2.1-6.
5. has been dismissed from any public service for good cause;
6. has attempted to practice any deception or fraud in his or her application;
7. whose character and employment references are unsatisfactory; or
8. has applied for a position of a police officer and is or has been classified by his or her Local Selective Service Draft Board as a conscientious objector.

## **CHAPTER IV – APPLICATIONS**

### **SECTION 1 – APPLICATION SUBMISSIONS**

All applicants must fill out the blank application forms furnished by the Commission, and comply with the requirements of said forms in every respect. The application forms must be filed with the Board prior to taking an examination or as specified by the Board.

Applicants shall furnish with their application forms a copy of their Military Service Record, Discharge papers, high school diploma or proof of an equivalent high school education, and their College or University transcripts, if applicable.

### **SECTION 2 – EFFECT OF FALSE STATEMENTS**

A false statement knowingly made by any person in an application for examination, connivance of any false statement made in any certificate which may accompany such application, any material omissions of information, or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the register of eligibles, or for removal or discharge during probation, or thereafter.

## **SECTION 3 – DEFECTIVE APPLICATIONS**

Defective applications shall be cause for rejection.

## **SECTION 4 – FRAUD IN APPLICATION OR EXAMINATION**

Any applicant for original appointment who provides inaccurate or incomplete information, either on his or her application form or elsewhere during the application process shall not be included on the eligibility register or shall be immediately removed from the eligibility register, and shall not be permitted to take part in any future examination for appointment to the department. Providing such inaccurate information, shall also constitute grounds for discipline against any applicant who is hired, including, but not limited to, discharge.

## **SECTION 5 – NOTICE OF TESTING**

The Secretary shall post a public notice that shall notify all applicants of the due date for applications and of the date and time for orientation and subsequent examinations.

## **SECTION 6 – RELEASE OF LIABILITY**

All applicants shall execute and deliver to the Board a release of all liability as the result of taking a Physical Aptitude Test in favor of the Village of Bensenville on a form to be prescribed by the Board.

## **SECTION 7 – APPLICANT PRE-QUALIFICATIONS**

- a) Notwithstanding anything to the contrary contained herein, the Board at its discretion may require that all applicants register with and pre-qualify by successfully completing all testing/examination pre-requisites as established by the testing agency designated by the Board. The designated agency's representative shall certify to the Board the date that an applicant has completed all pre-qualification testing by that agency. Individual applicants will be responsible for contacting the designated agency to arrange registration and completion of all testing requirements.
- b) Pre-qualified applicants shall be required to submit to a polygraph examination, in-depth psychological examination, background investigation and a thorough medical examination, as more specifically set for in chapter V-Examinations, Section 8.
- c) To the extent that the rules set forth in "Chapter V-Examinations" do not conflict with the rules governing pre-qualified applicants, the rules set forth in "Chapter V-Examinations" shall also be applicable to the pre-qualified applicants.

## **CHAPTER V - ORIGINAL APPOINTMENTS**

## **SECTION 1 - NOTICE OF EXAMINATIONS.**

Examinations shall be held on the dates fixed by the Board and advertised in a local paper in accordance with the Statutes of the State of Illinois. Examinations may be postponed, however, by order of the Commission, which order shall state the reason for such postponement and shall designate a new date for said examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination. No examination shall contain questions regarding an applicant's political or religious opinions or affiliations.

The Board shall call examinations to fill vacancies in the class of service in which vacancies are liable to occur. A call for such examination shall be entered in the minutes of the Board and shall include a statement of:

- a) The time and place where such examination will be held;
- b) The location where applications may be obtained and the date by which applications must be returned to the Board
- c) The position to be filled from the resulting eligibility list; and
- d) Such other further regulations as may be appropriate or necessary under state or federal law.

## **SECTION 2 – THIRTEEN STEPS TO THE ORIGINAL APPOINTMENT PROCESS**

The examination listed in the below sequence of steps shall be conducted by the Board. The sequence of testing may vary at the discretion of the Board. However, the psychological and medical examinations shall be conducted after the Board has extended a conditional offer of employment to the applicant. Failure to successfully complete any portion of the examination will disqualify the applicant from any further participation.

### **STEP 1: ORIENTATION**

All applicants shall attend the original appointment orientation. Failure to attend the orientation shall result in the applicant's disqualification from further consideration. Exceptions shall be granted only due to extenuating circumstances, as determined by the Board. At the orientation, applicants shall advise the Board in writing of any disability requiring accommodation in order to participate in the application or testing process. At that time, the applicant shall adequately document the need for an accommodation in the making of the request. The application form shall advise the applicant that at the orientation, the applicant must advise the Board of the need for such accommodation. Upon receipt of such request, the Board shall determine, in accordance with the provisions of the Americans with Disabilities Act, whether or not an accommodation is appropriate, and may employ special counsel to advise it in connection with such a request. Applicants shall be prepared to specify what accommodations they desire or think necessary.

### **STEP 2: PHYSICAL APTITUDE TEST**

All applicants may be required to submit themselves to a physical aptitude test. Only applicants who have passed the Physical Aptitude Test will be permitted to participate in the written examination. This test is graded on a pass or fail basis.

### STEPS 3 & 4: WRITTEN AND ORAL EXAMINATIONS

Information as to the type of written and oral examinations employed by the Board shall be provided as part of the orientation program. All examination papers and notes shall be and remain the property of the Board, and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal or any kind or description. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration. The written and oral examinations are each worth 50% of the applicant's score which is considered for placement on the initial eligibility register. Therefore, the written and oral examinations make up 100% of the applicant's score on the initial eligibility register.

Both the written and oral portions shall possess minimum passing scores that shall be announced by the Board prior to testing. The minimum scores may vary from prior tests based upon the examination or the testing agency used by the Board. The combined scores of the written test and oral interview shall form the initial eligibility roster.

### STEP 5: INITIAL ELIGIBILITY REGISTER

The Board shall prepare an "initial eligibility register" of the applicants who successfully completed the requisite steps listed in steps 1 through 4 above. Applicants shall be placed on the initial eligibility list in the order of their relative excellence as determined by their test scores. The applicants will be listed in order of excellence based on their final combined score. A dated copy of the "initial eligibility register" shall be sent to each person appearing thereon and shall be posted at Village Hall and the police department.

### STEP 6: PREFERENCE POINTS

This initial eligibility register is subject to change with the addition of the veterans, educational or law enforcement preference points as prescribed in 5/10-2.1-8 and 5/10-2.1-9 of the Act

Applicants who are eligible for veterans, educational, law enforcement preference points, shall make a claim in writing with proof thereof within ten (10) days after the date of the eligibility list or such claim shall be deemed waived.

To any person who is entitled to veterans, educational or law enforcement preference points whose name appears on the register of eligibles, the Board shall add five (5) points (5/10-2.1-8 and 5/10-2.1-9) upon request of applicant. As a matter of law, these preference points are not cumulative.

### STEP 7: FINAL ELIGIBILITY REGISTER

The Board will prepare a "final eligibility register," which shall include timely and properly claimed veterans, educational, or law enforcement preference points added to the original scores of the applicants. In the event of a tie score, the placement of the tied applicants' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board in whatever manner the Board deems appropriate.

A dated copy of the final eligibility register shall be sent to each person appearing thereon. This copy shall include the date of expiration of the register two (2) years from the date of posting.

Applicants shall be appointed from the eligibility list in the descending order in which their names appear. Notwithstanding anything to the contrary contained within these rules and regulations, the Board may, at its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants. If more than one certified applicant exists, he or she may be chosen, at the Board's discretion, in his or her order of relative excellence.

All applicants whose names appear on the final eligibility register shall at all times keep the Secretary of the Board informed of their current home address and home telephone number. If any applicant fails to notify the Board regarding any change in address and/or change in telephone number, and the Board is unable, after reasonable attempts, to contact the applicant regarding any appointment or further examinations required by the Board, the applicant's name shall be stricken from the list.

Appointment from the Final Eligibility Register is subject to satisfactorily completing steps 1-12 listed in this section. Steps eight through ten (listed below) shall proceed only after a vacancy has been certified. Upon receipt from the Village Manager of certification of one or more vacancies existing in the Police Department, the Board shall commence the process to fill such vacancy and proceed with steps eight through ten (listed below).

#### STEP 8: POLYGRAPH TEST

Any applicant for original appointment to the Police Department of the Village of Bensenville, Illinois, may be required to submit to a Polygraph Device Deceptive Test, commonly known as a Lie Detector Test, at such time and place as the Board may designate. Such test shall be given without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such test shall disqualify the applicant from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 9: BACKGROUND INVESTIGATION

Each applicant for original appointment may be required to submit to a background investigation. Failure of the applicant to take, cooperate and successfully complete such background investigation shall disqualify him or her from entering upon the duties of the office for which the application for examination was filed, and will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 10: INDIVIDUAL ORAL INTERVIEW

At least a quorum of the Board shall participate in the individual oral interview of each applicant. Questions shall be asked of the applicant that will enable the Board to properly evaluate and grade the applicant on speech, alertness, ability to communicate, judgment, emotional stability, self-confidence, social skill and general fitness for the position. On completion of each

individual oral interview the Board will discuss the applicant's abilities using the traits listed above. All examination papers and notes shall be and remain the property of the Board and the grading thereof by the Board shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description. Applicants, who fail to take, cooperate and successfully complete the individual oral interview will be notified and eliminated from all further consideration. This test is graded on a pass or fail basis.

#### STEP 11: CONDITIONAL JOB OFFER EXTENDED

Once an applicant satisfactorily completes all of the above stated steps in this section, the Board shall extend an offer of employment to the applicant that is conditional upon the applicant passing an in-depth Psychological Examination and a Medical Examination (which may include tests for vision, hearing, the presence of communicable diseases as well as a screen for any drugs and narcotics). An applicant, upon receipt of a conditional offer of employment, shall submit himself within the time specified by the Board for all examinations required by the Board.

#### STEP 12: MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

Each applicant for original appointment shall submit to the medical and psychological examinations required by the Board. An applicant's psychological examination shall be conducted by such psychologist or psychiatrist as the Board may designate.

In the event any of the Board mandated examinations disclose a disability, as defined in the Americans with Disabilities Act or the Rules and Regulations promulgated there under, the Board may require the applicant to submit to such other and further examinations as may be necessary to determine whether or not the applicant can perform the essential job functions, with or without reasonable accommodations, or whether a candidate with a disability poses a direct threat to the health and safety of himself or others and cannot perform the job at a safe level with reasonable accommodation. The Board may employ additional specialists to advise them concerning such matters or to evaluate the applicant.

All medical and psychological examinations shall be without expense to the applicant. Failure of the applicant to take, cooperate and successfully complete such examinations shall result in the withdrawal of the conditional job offer and shall eliminate the applicant from further consideration. Should the applicant fail to take, cooperate or successfully complete the required examinations, or any one of them, the Board shall notify the applicant that the conditional offer of employment has been withdrawn. These examinations are graded on a pass or fail basis.

Each applicant shall cooperate fully and completely with each and every examining agency. Should the Board be notified that any applicant has failed to fully and completely cooperate with the examining agency; such failure to cooperate shall be deemed an automatic failure of the examination. The examining agency may terminate the examination at any point at which the examining agency determines that the applicant is being uncooperative or is attempting to obstruct the examination process.

#### STEP 13: FINAL JOB OFFER

Upon successfully satisfying steps one through twelve (1-12) listed above, the Board shall extend

a final job offer to the applicant.

## **CHAPTER VI – APPOINTMENT, PROBATION, AND FINAL CERTIFICATION**

### **SECTION 1 – APPOINTMENTS**

The Board of Fire and Police Commissioners shall appoint all officers and members of the Departments, with the exception of Community Service officers and other non-officer clerical and administrative staff. All Chiefs and Deputy Chiefs shall be appointed or promoted by the Village Manager.

### **SECTION 2 – WAIVER OF APPOINTMENT**

Eligible candidates may waive appointment with five (5) business days of the transmission of a tender of appointment without losing their position on the eligibility register; provided, however, that such waiver shall be in signed, written form, and shall state the candidate's reasons for requesting the waiver. In the event such reasons are not acceptable to the Board, or if the waiver does not otherwise comply with the provisions herein, the candidate's name shall be removed from the eligibility register. No eligible candidate shall be permitted to waive appointment to the same position more than once.

### **SECTION 3 – PROBATION**

Any person, during a probationary period pursuant to original appointment, may be discharged from employment, at the discretion of the Board without a hearing.

Appointees to the position of police officer shall be subject to and considered on a twenty-four (24) month period of probation to evaluate performance. However, any newly appointed police officer who has been a certified police officer with the Village of Bensenville within five (5) years of the new appointment shall be subject to a reduced probationary period of one (1) year. The probationary period shall commence on the first day of employment, provided, however, said probationary period may be stayed in the following situations:

1. When a probationary appointee is assigned to and works in an undercover operation during the first twenty-four (24) months of employment as a police officer, the probationary period shall be extended to equal the number of days involved in such assignment or six (6) months, whichever is less.
2. When a probationary appointee enters the United States armed forces and performs active duty during the first twenty-four (24) months of employment as a police officer, the probationary period shall be extended to equal the number of days involved in such duty or six (6) months, whichever is less.
3. When a probationary appointee is unable to perform essential job functions due to illness or injury for a continuous period in excess of 21 days, which period begins during the first twenty-four (24) months of employment, the probationary period shall be extended to equal the number of days in which the probationary appointee was so ill or injured or six (6) months, whichever is less.

### **SECTION 4 – EXTENSION OF PROBATION**

Any request for extension of probation shall be submitted in writing by the Chief of Police and shall describe the basis for the request.

## **SECTION 5 – FINAL CERTIFICATION**

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Police Training Course as provided by the Illinois Law enforcement Training and Standards Board, within the prescribed probationary period. Inability to successfully complete these courses may be grounds for dismissal.

# **CHAPTER VII – PROMOTIONAL EXAMINATIONS**

## **SECTION 1 – GENERAL**

The Board by its rules shall provide for promotion in the Police Department on the basis of education requirements, ascertained merit, seniority in service, examination, and veterans' points, and shall provide in all cases, where it is practicable, that vacancies shall be filled by promotion. The method of examination and the rules governing examinations for promotion are specified below. Upon notice from the appropriate corporate authority that a promotional vacancy exists, the Board shall select the individual to be promoted in the manner specified herein.

## **SECTION 2 – ELIGIBILITY, EDUCATION AND CERTIFICATIONS**

All examinations for promotion shall be competitive among such members of the next lower rank, including those currently serving in an otherwise exempt position, as desire to submit themselves to examination, and who meet the minimum eligibility requirements. No individual on probationary status shall be eligible for promotion.

In the event no candidate from the immediate next lower rank qualifies for promotion, the Board in determining the next in order of rank in promotional examinations herewith determines a policy of extending the examination successfully through all the ranks in an endeavor to qualify eligible(s) for the vacancy or vacancies before extending the examination to the general public.

All promotional candidates must possess a Bachelor's Degree in their related field of employment.

## **SECTION 3 – PROMOTIONAL COMPONENTS**

The promotional examination process shall include components consisting of written examinations, oral examinations, seniority points and ascertained merit. The order of examination shall be determined at the discretion of the Board.

## **SECTION 4 – WRITTEN EXAMINATION**

Written examination for a particular rank will consist of matters relating to the duties regularly performed by persons holding that rank and based on written materials identified and made available before the examination.

No person in the Department or the Board may see or examine the actual written examination questions before the examination is administered.

## **SECTION 5 – SENIORITY POINTS**

Seniority points shall be based upon service as of the date of the written examination.

## **SECTION 6 –PROMOTABILITY RATING**

The Chief of Police must publish in advance of the examination process the criteria utilized in determining the promotability score.

## **SECTION 7 – ORAL EXAMINATION**

The oral examination shall be job-related and uniformly applied to all applicants.

## **SECTION 8 – WEIGHTING**

All applicants who submit themselves to examination will be graded according to the following schedule:

<u>Component</u>	<u>Weighting</u>
Oral examination	<u>25 %</u>
Seniority	<u>5 %</u>
Promotion Rating	<u>25 %</u>
Written examination	<u>45 %</u>
Maximum Grade	100 %

## **SECTION 9– MINIMUM PASSING SCORE.**

Each component of the promotional list shall be scored on a scale of 100 points. The component scores shall then be reduced by the weighting factors assigned that component and the total score shall be added to produce a score based upon a total of 100 points.

All applicants shall be allowed to participate in all components of the testing process. If the Board establishes a minimum passing score, it will be announced prior to the promotion process and will be an aggregate of all components of the testing process.

## **SECTION 10– PRELIMINARY PROMOTION LIST.**

An applicant's preliminary score shall consist of the combined scores of the promotability rating, written examination, oral examination and seniority points. Candidates shall take rank upon the promotional list in the order of their relative excellence as determined by their total scores.

### **SECTION 11- VETERANS' PREFERENCE.**

An applicant on the preliminary promotion list, who is eligible for a veteran's preference, may file a written application for the preference within ten (10) days after the initial posting of the preliminary promotion list. Applicants who are otherwise qualified and have timely requested credit for prior military service shall be awarded veterans' preference points in accordance with state statute.

### **SECTION 12- FINAL PROMOTION LIST.**

After adjustments for properly and timely claimed veterans' points, the final adjusted promotion list shall be posted or distributed to all members of the Department. In the event of a tie score, the placement of the tied applicants' names on the eligibility list shall be determined by lot, in the presence of a quorum of the Board, in whatever manner the Board deems appropriate.

### **SECTION 13- APPOINTMENTS.**

All promotions shall be made from the three (3) individuals having the highest rating, and where there are less than three (3) names on the promotional eligibility register, as originally posted, or remaining thereon after appointments have been made there from, appointments to fill existing vacancies shall be made from those names or the name remaining on the promotional list.

### **SECTION 14- SERVICES OF CONSULTANTS.**

The Board may employ the services of consultants for the administration of the various promotional components as outlined herein.

## **CHAPTER V - ORDER OF RANK, CLASSIFICATION AND OATH OF OFFICE**

### **SECTION 1 - RANK.**

The order of rank in the Police Department shall be as provided by ordinance and municipal budget.

### **SECTION 2 - CLASSIFICATION.**

The Board classifies such offices in the police department for the purpose of establishing and maintaining standards of examinations and promotions based upon job descriptions and departmental regulations.

### **SECTION 3 - OATH OF OFFICE.**

Before entering duty, any person about to become a member of the Police \_\_\_\_\_ Department, shall take the following oath, before any person authorized to administer oaths in the State of Illinois:

“I \_\_\_\_\_, do solemnly swear or affirm that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of \_\_\_\_\_ the office of \_\_\_\_\_ according to the best of my ability.

Signed \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NOTARY PUBLIC”

Applicants shall enter into such bond in such amount as prescribed by the Ordinance.

## **CHAPTER IX – FILING OF COMPLAINTS AND PRE-HEARING RULES**

### **SECTION 1 – VIOLATION OF RULES OR LAW**

All members of the Police Department shall be subject to the regulations of such Departments, and the Rules of the Board, and a violation of such rules or regulations may be cause for filing of charges before the Board, a subsequent hearing and action by the Board on such charges. Any violation of the laws of the municipality or state or federal law, by any member of the Police Department of such municipality may be cause for the filing of charges against said officer, except as herein otherwise provided.

### **SECTION 2 – COMPLAINTS**

In all cases, written complaints, also referred to as charges, shall be filed with the Board Secretary in quintuplicate, setting forth a plain and concise statement of the facts upon which the complaint is based.

### **SECTION 3 – SUFFICIENCY OF CHARGES – OBJECTIONS TO**

Motions or objections to the sufficiency of written charges and notices of such motions or

objections must be filed with the Secretary of the Board and a copy of such motion or objection shall be personally served on the opposing party or his attorney at 72 hours prior to the first scheduled hearing or within such additional time thereafter that may be granted by the Board.

#### **SECTION 4 – PROBABLE CAUSE**

The Board shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.

#### **SECTION 5 – NOTIFICATION OF HEARING**

Upon the filing of a Complaint in quintuplicate with the Secretary of the Board, and, if necessary, the determination by the Board of probable cause for entertaining said Complaint, the Secretary of the Board shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, or personally, of the time and place of the hearing of the charges contained in the Complaint. The respondent shall also be served with a copy of the Complaint, and if an Order of Suspension Pending a Hearing is entered by the Board, the respondent, the complainant, the Chief of the Department, the treasurer, comptroller, manager, or other finance officer of the municipality shall be notified of the entry of such Order of Suspension Pending a Hearing, and be served either personally or by registered or certified mail, return receipt requested, with a copy of such Order..

#### **SECTION 6 - CONTINUANCES**

The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Board.

#### **SECTION 7 – SUPOENAS**

- a) Any party to an administrative hearing may, at any time before the hearing, make application to the Board by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Board to be relevant to the hearing. On the filing of such application, subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents, which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois.
- b) Any request for continuance by reason of inability to serve subpoenas shall be filed in the office of the Board at least three (3) day before the date set for such hearing. Provided, however, the Board in its discretion may waive this rule.

## **SECTION 8 - SERVICE**

All papers required by these Rules and Regulations to be served shall be delivered personally to the party designated or mailed, by United States mail in an envelope properly addressed with postage prepaid, to the designated party at his last known residence as reflected by the complaint filed with the Board, except as herein otherwise provided. Proof of service of any paper may be made by the certification of any person so mailing the paper or delivering the same to the designated party personally, or by filing a return receipt showing that a paper was mailed, by either registered or certified mail, return receipt requested, to a party address where it was received a named party.

## **SECTION 9 – FILING**

All papers may be filed with the Board by mailing them or delivering them personally to the Secretary of the Board. For the purpose of these Rules and Regulations, the filing date of any paper shall be the date it was received in the Board office; in the event the paper is delivered personally or by messenger. In the event a paper is forwarded by mail, then the filing date shall be the date which is postmarked on the envelope of such paper.

## **SECTION 10 – FORMS OF PAPER**

- a) All papers filed in any proceeding shall be typewritten or printed and shall be on one side of the paper only.
- b) If typewritten, the lines shall be double-spaced, except that long quotations may be single spaced and indented.
- c) All papers shall be not larger than 8 ½" by 11" with inside margins of not less than one inch.
- d) The original of all papers filed shall be signed in ink by the party filing the paper or by the party's officer, agent, or attorney.
- e) If papers are filed by an attorney, his name and address shall appear thereon.

## **SECTION 11 – COMPUTATION OF TIME**

The time within which any act under these Rules is to be done shall be computed by excluding the first day and including the last, unless the last day is Sunday or is a holiday as defined or fixed in any statute now or hereafter in force in the State, and then it shall also be excluded. If the day succeeding such Sunday or holiday is also a holiday or a Sunday then such succeeding day shall also be excluded.

## **SECTION 12 –DATE OF HEARING**

The time for the hearing of charges shall be set by the Board, within thirty (30) days of the date of the filing of such charges. Continuances may be granted from time to time upon motion of any party to the proceeding by order of the Board. This time limitation is not applicable to hearings conducted to review suspensions of five (5) days or less imposed by a Chief of a Department or one of its members.

## **CHAPTER X – HEARING RULES AND PROCEDURES**

- a) Hearings before the Board are not common law proceedings. The provisions of the “Code of Civil Procedure” do not apply to hearings before the Board.
- b) All hearings shall be public to the extent required by law.
- c) At the time and place of hearing, each party may be represented by counsel, if he so desires.
- d) All proceedings before the Board during the conduct of the hearing shall be recorded by a court reporter to be employed by the Board.
- e) The records of all hearings will not be transcribed by the court reporter unless requested to do so by the Board or any party of interest.
- f) All witnesses shall be sworn prior to testifying and the Board will decide the matter solely on evidence presented at the hearings.
- g) The Board will first hear the witnesses either substantiating the charges, which have been made against the respondent or in support of an appeal, brought by a suspended police officer. Thereafter the other party may present and examine those witnesses whom he desires the Board to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.
- h) The complainant or appellant initiating any proceedings that call for a hearing before the Board shall have the burden of proof to establish by a preponderance of the evidence that cause for discipline exists or that a suspension, previously imposed by the Chief of a department, is unwarranted. Should the question of a crime be involved, the rule of “reasonable doubt” shall not control.
- i) Parties may, on their own behalf, or by counsel, stipulate and agree in writing, or on the record, to certain facts which shall be considered as evidence in the proceeding. In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Board

following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance and that respondent shall not contest the jurisdiction of the BFPC.

- j) No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Board shall be allowed.
- k) Probationary police officers may be summarily dismissed by the Board and are not entitled to the protection afforded to other regular full-time officers by statute or these rules.

## **CHAPTER X1 – REMOVALS, SUSPENSIONS AND DISCHARGES**

### **SECTION 1 – SUSPENSION PRIOR TO HEARING**

#### **a) Suspension by Board**

The Board may suspend any member of the Police Department, against whom charges have been filed, pending a hearing of the charges by the Board, but not to exceed thirty (30) days, without pay, at any one time.

#### **b) Appeal by Chiefs**

The Chief of the Police Department shall have the right to suspend any officer under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Board, and he shall notify the Board in writing within 24 hours of the time of such suspension.

#### **c) Appeal from Suspension**

Any police officer so suspended, may appeal to the Board for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Board of Fire and Police Commissioners.

#### **d) Suspension Hearing**

A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such Office, and to the Office so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal.

e) Board Action

Upon such appeal, the Board may sustain the action of the Chief of the Department, may reverse it with instructions that the officer so suspended receive his pay for the period involved, may suspend the officer for a period of not more than thirty (30) days, or discharge him, depending on the evidence presented.

## **SECTION 2 – DISCHARGE OR SUSPENSION AFTER HEARING**

- a) In case any member of the Police Department shall be found guilty of the charges filed against him after a hearing by the Board, he may be removed, discharged, or suspended for a period not exceeding thirty (30) days, without pay. Upon an appeal, the Board may sustain the action of the Chief, may reverse it, in whole or in part, or may suspend the officer or firefighter for an additional period of not more than thirty (30) days or discharge the police officer or firefighter depending on the facts presented.
- b) Discharge from office, or suspension from service in the Police Department shall be in compliance with the Fire and Police Commissioners Act of the State of Illinois, being Division 2, Sections 5/10-2,1-1 through 5/10-2,1-30, inclusive, of Chapter 65 of the Illinois Compiled Statutes.
- c) The Board shall, within a reasonable time after the hearing is completed, enter its findings on the records of the Board.

## **SECTION 3 – FINDINGS AND DECISION**

The Secretary shall preserve the findings and decision of the Board. Following a hearing of charges, the decision shall be sent to the officer involved and the Chief for enforcement. If the finding or decision is that an officer or employee is guilty of charges investigated, and removal or discharge is ordered such order of removal or discharge shall become effective forthwith.

## VILLAGE OF BENSENVILLE

**TYPE:** Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** May 11, 2011

**DESCRIPTION** Staff is requesting the execution of a lease agreement between the Village of Bensenville and Mr. Gino Pisellini to be known as the SIN BIN (Penalty Box) HOCKEY SHOP INC. in the Edge Ice Arena Pro Shop.

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village  
 Quality Customer Oriented Services  
 Safe and Beautiful Village

Enrich the lives of Residents  
 Major Business/Corporate Center  
 Vibrant Major Corridors

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**COMMITTEE ACTION:** Recreation & Community Building

**DATE:** May 17, 2011

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#### **BACKGROUND:**

- Attached you will find a spread sheet comparing various facilities rentals, a resume of Mr. Pisellini, and a copy of the lease for the Pro Shop space at the Edge Ice Arena facilities..

#### **KEY ISSUES:**

- The Edge is a great facility, to be more professional and represent the rink in the proper way we need a professional that knows hockey and figure skating to give our customers the service and the products they deserve.
- Pro Shop currently is projected at a **\$29.0** loss, by leasing the space out the first full year we will realize an increase to our bottom line of approx. \$41.0. How I come up with this is by eliminating the **\$29.0** loss and adding the \$12.0 rental income.

#### **ALTERNATIVES:**

- Not to execute the lease and continue to operate the Pro Shop at a loss.

#### **RECOMMENDATION:**

- Staff recommends approval of the resolution executing a lease with Mr. Gino Pisellini for the Edge Ice Arena's Pro Shop.

#### **BUDGET IMPACT:**

- This will add an additional 40.0 profit to the Edge overall budget in the first full year

#### **ACTION REQUIRED:**

- Board action on the resolution.

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A LEASE WITH THE SIN BIN HOCKEY SHOP, INC.  
FOR OPERATION OF THE PRO-SHOP AT THE EDGE ICE ARENA**

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, that the Village Manager be, and the same is, hereby authorized and directed to execute on behalf the Village, and the Village Clerk to attest thereto, the execution of A Lease Agreement between the Village of Bensenville and the Sin Bin Hockey Shop, Inc. for purposes of operating the Pro-Shop at the Edge Ice Area, a copy of which lease is attached hereto as Exhibit "A."

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this \_\_\_\_ day of May, 2011.

APPROVED:

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Frank Soto  
President

ATTEST:

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Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

## **Ice Skating Institute INDUSTRY SURVEY-2010**

### **Pro Shop**

	<i><b>Facility</b></i>	<i><b>Operations</b></i>			<i><b>Leased</b></i>		<i><b>Rent</b></i>	<i><b>Total Rent</b></i>
		<i><b>Leased</b></i>	<i><b>In-house</b></i>	<i><b>Sqare Footage</b></i>	<i><b>Monthly Rate</b></i>	<i><b>Length of Lease</b></i>	<i><b>Dollars Per foot</b></i>	<i><b>Yearly</b></i>
1	Downers Grove Ice Arena	X		300	\$300	Annual	\$ 12.00	\$ 3,600.00
2	Franklin Park Ice Arena	X		600	\$650	Annual	\$ 13.00	\$ 7,800.00
3	Inwood Ice Arena	X		800	\$750	5 YRS.	\$ 11.25	\$ 9,000.00
4	Skatium	X		525	\$300	Annual	\$ 6.90	\$ 3,600.00
5	Rolling Meadows	CLOSED DOWN						\$ -
6	Skokie	CLOSED DOWN						\$ -
7	Niles	CLOSED DOWN						\$ -
8	Village Of Bensenville	Proposed		1000	\$1,000	Annual	\$ 12.00	\$ 12,000.00