



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

President
Frank DeSimone

Board of Trustees
Rosa Carmona
Ann Franz
Marie T. Frey
McLane Lomax
Nicholas Panicola Jr.
Armando Perez

Village Clerk
Nancy Quinn

Village Manager
Daniel Schulze

April 10, 2025

Via electronic mail
Dr. Chris McCullough
Email: [REDACTED]

Re: Freedom of Information Act request
Received April 7, 2025

Dear Dr. McCullough:

I am pleased to help you with your April 7, 2025, request for information pursuant to the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.*, which the Village of Bensenville ("Village") received on April 7, 2025. Your FOIA request seeks the following:

1. Status of village manager position search. Please include date that the search began and position posting.
2. Copy of Daniel Schulze's resume.
3. All contracts and/or salary agreements between the Village of Bensenville and Daniel Schulze.
4. Any and all communication (e.g., e-mail, text messages, etc.) between Frank DeSimone and/or any other village official (elected or staff) concerning Daniel Schulze's retirement and/or his appointment to and separation from the position of Village Manager.
5. Any and all communication (e.g., e-mail, text messages, etc.) to and/or from any and all Village of Bensenville officials (elected and staff) concerning the position of Village Manager since January 1, 2025.

Your FOIA request is hereby granted. Please note that the Village has no existing records responsive to Parts 1, 2, 4, or 5 of your FOIA request. The attached records responsive to Part 3 of your FOIA request are being provided to you at no charge. Signatures and a home address with ZIP code have been withheld as private information exempt from disclosure under Section 7(1)(b) of FOIA. 5 ILCS 140/7(1)(b).

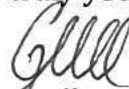
You have the right to have the partial denial of your FOIA request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You may file your Request for Review with the PAC by writing to:



Ms. Leah Bartelt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

You also have the right to seek judicial review of the partial denial of your FOIA request by filing a lawsuit in the State circuit court. 5 ILCS 140/11.

Very truly yours,



Corey Williamsen
Freedom of Information Officer
Village of Bensenville

1. Status of village manager position search. Please include date that the search began and position posting.
2. Copy of Daniel Schulze's resume.
3. All contracts and/or salary agreements between the Village of Bensenville and Daniel Schulze.
4. Any and all communication (e.g., e-mail, text messages, etc.) between Frank DeSimone and/or any other village official (elected or staff) concerning Daniel Schulze's retirement and/or his appointment to and separation from the position of Village Manager.
5. Any and all communication (e.g., e-mail, text messages, etc.) to and/or from any and all Village of Bensenville officials (elected and staff) concerning the position of Village Manager since January 1, 2025.

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 32-2024

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Approving a Police Chief Employment Agreement**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 16th DAY OF JULY 2024**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 17th day of July, 2024

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 32-2024 entitled An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Police Chief Employment Agreement.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 17th day of July 2024.



Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 32-2024

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS APPROVING A POLICE
CHIEF EMPLOYMENT AGREEMENT**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

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

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Police Chief Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Dan Schulze (the "*Agreement*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village Manager to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The Village Manager is hereby authorized to undertake such action as necessary to provide for the appointment of the Police Chief, and further directed to provide for the execution of the Agreement, as herein provided.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.


Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 16th day of July 2024, pursuant to a roll call vote, as follows:

APPROVED:


Frank DeSimone, Village President

ATTEST:


Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYES: None

ABSENT: Lomax

Exhibit A

Agreement

POLICE CHIEF EMPLOYMENT AGREEMENT

This Agreement (the "*Agreement*") is made and entered into this 16th day of July 2024 (the "*Effective Date*"), by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation, (the "*Village*") and Dan Schulze, (the "*Police Chief*").

WITNESSETH:

WHEREAS, the Village desires to continue to employ the services of Dan Schulze as Police Chief of the Village of Bensenville; and

WHEREAS, it is the intent of the Board of Trustees of the Village to provide certain conditions of employment and to set working conditions of employment for the Police Chief; and

WHEREAS, Dan Schulze wants to continue employment as Police Chief of the Village; and

WHEREAS, the Village and Dan Schulze as parties to this Agreement wish to reduce the terms and conditions of the Police Chief's continued employment to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

Section 1. Employment and Duties

The Village hereby agrees to continue to employ, as an appointed and "*at will*" employee, Dan Schulze as Police Chief of the Village, to perform the functions and duties specified in the Bensenville Village Code, and to perform such other legally permissible and proper duties and functions as the Village Manager or Board of Trustees shall, from time to time, assign to the Police Chief.

Section 2. Term

A. This Agreement shall become effective on the Effective Date of this Agreement and shall terminate on June 10, 2025, along with the employment of Dan Schulze as Police Chief, or on the last day of the current term of the Village President set to expire in June of 2025, whichever is latest in time or in accordance with Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Manager and Board of Trustees to terminate the services of the Police Chief at any time, subject only to the law and provisions set forth in Sections 3A or 3B of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Police Chief to resign at any time from his position with the Village, subject only to the provisions set forth in Section 3C of this Agreement.

Section 3. Removal and Severance Pay

A. The Village Manager and Board of Trustees may remove the Police Chief, without cause, and terminate this Agreement at any time. The Village Manager shall cause written notice of such action to remove the Police Chief to be served upon the Police Chief and Board of Trustees. Such action to remove the Police Chief and terminate this Agreement shall be effective as required by law, and the Police Chief shall continue to receive his regular compensation for fourteen (14) days from the date of such notice of termination, as severance pay (the "*Severance Pay*"), except as provided in Section 3B hereinafter, and will receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

B. In the event the Police Chief is terminated for cause, as defined in this paragraph below, such termination shall be effective upon written notice to the Police Chief and as required by law, and the Village shall have no obligation to pay to the Police Chief the Severance Pay, as

described in Section 3A, or any other additional compensation, except for the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook. "Cause" as used herein shall mean a breach of any of the provisions of this Agreement by the Police Chief; a breach of the Police Chief's duty to the Village; any act of dishonesty or fraud with respect to the Village or that which is likely to bring dishonor or disrepute to the position of Police Chief; or the Police Chief's failure to perform his duties to the Village. In addition, "cause" shall mean the commission by the Police Chief of a felony or any crime involving theft, dishonesty or moral turpitude; commission by the Police Chief of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the Village, or any other intentional wrongful acts which involve personal gain to the Police Chief or any other act which may cause harm to the Village's standing and reputation.

C. In the event the Police Chief voluntarily resigns his position with the Village, the Police Chief shall provide the Village fourteen (14) days written notice of his intent to resign in advance, unless the parties otherwise agree, and upon such resignation, the Police Chief shall not be entitled to Severance Pay, as described in Section 3A hereinabove.

D. The Police Chief expressly acknowledges that he has no entitlement to any additional severance benefits, other than those described in this Section 3, except that upon the Police Chief's separation from employment, the Police Chief will be entitled to receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

Section 4. Salary

The Village agrees to pay the Police Chief for services rendered pursuant to this Agreement his current annual base salary as of the Effective Date of this Agreement to be distributed through

the normal payroll system. The Police Chief shall be eligible to receive salary increases, as determined by the Village Manager.

Section 5. Performance Evaluation

A. The Village Manager shall review and evaluate the performance of the Police Chief. This review and evaluation shall be in accordance with criteria developed jointly by the Police Chief and the Village Manager. The criteria may be added to or deleted from, as the Village Manager may, from time to time, determine. The Village Manager and the Police Chief shall periodically define such goals and performance objectives which they mutually determine necessary for the proper operation of the Police Department and the attainment of the Village Manager's policy objectives, shall further establish a relative priority among those various goals and objectives, and such goals and objectives shall be reduced to writing. Such goals shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations that are provided.

Section 6. Hours of Work

The Police Chief is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. In addition, the Police Chief shall be required to attend the committee of the whole, regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Police Chief must devote time outside the normal office hours to the business of the Village, and to that end, the Police Chief shall be employed as a salaried, FLSA-exempt employee. The Police Chief agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Police Chief may be allowed to vary his working hours as deemed appropriate by the Village Manager due to significant time devoted to Village

business outside the normal office hours of the Village.

Section 7. Automobile and Cellular Telephone

The Police Chief's duties require the use of an automobile, and the Village shall provide the use of a Village-owned automobile, fuel and I-Pass, if applicable, for such vehicle for use by the Police Chief on Village business, so long as the Police Chief remains employed with the Village pursuant to this Agreement. Such vehicle shall not be generally used by the Police Chief for personal travel. The Village further recognizes the need for the Police Chief to be reachable during such time as the Police Chief is not in the Police Station. Accordingly, the Police Chief shall be provided the use of a cellular telephone, at the Village's expense. The cellular telephone shall be returned to the Village immediately upon termination of the Police Chief's employment by the Village.

Section 8. Vacation and Sick Leave

The Police Chief shall be provided with vacation days and sick leave in accordance with the Village's Employee Handbook.

Section 9. Health, Disability, Life Insurance and Retirement Benefits Waiver

The Police Chief hereby agrees to waive and forego any health, dental, vision, short- or long-term disability or life insurance plan(s) of the Village but shall be provided a monthly reimbursement stipend for a supplemental health insurance policy obtained by the Police Chief; and the Police Chief further agrees to not apply for participation in any Village retirement or police pension plan, including the Illinois Municipal Retirement Fund (IMRF). Participation in any other retirement plan shall be at the sole cost of the Police Chief without any contribution from the Village.

Section 10. General Expenses

A. The Village hereby agrees to pay the membership fees or expenses of the Police Chief for his membership and participation in national, state, or local professional police associations, but only after prior written approval of the Village Manager. In no event shall payment be made unless adequate funds for such payment have been previously budgeted.

B. The Village recognizes that certain other expenses of a non-personal and generally job-affiliated nature are incurred by the Police Chief, and hereby agrees to reimburse or to pay said verified general expenses ordinarily and necessarily incurred in the performance of his duties as Police Chief but only after written approval of the Village Manager. In no event shall reimbursement be made unless adequate funds for such reimbursement have been previously budgeted.

Section 11. Indemnification

The Village shall defend, save, hold harmless and indemnify the Police Chief against any tort, professional liability claims or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Police Chief's duties as Police Chief, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bond

The Village shall bear the full cost of any fidelity or other bonds required of the Police Chief under any law or ordinance.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit and custody of the United States Postal Service, certified mail, postage pre-paid, return receipt required, addressed as follows:

If to Village: Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

With copy to: Village Clerk
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

If to Police Chief: Dan Schulze

Alternatively, notices required pursuant to this Agreement may be personally served on either party . Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service, certified mail, return receipt required.

Section 14. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Village of Bensenville has caused this Agreement to be signed and executed on its behalf by its Village Manager, and the Police Chief has signed and executed this Agreement, both in duplicate, on the Effective Date , in the County of DuPage, Illinois.



Dan Schulze



Village Manager

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 47-2024

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Approving a First Amendment to the Police Chief Employment Agreement**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE THIS
24th DAY OF SEPTEMBER 2024**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 25th day of September, 2024

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 47-2024 entitled An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a First Amendment to the Police Chief Employment Agreement.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 25th day of September 2024.



Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 47-2024

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS APPROVING A FIRST AMENDMENT TO THE
POLICE CHIEF EMPLOYMENT AGREEMENT**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

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

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The First Amendment to the Police Chief Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Dan Schulze (the "*Amendment*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village Manager to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The Village Manager and Director of Human Resources & Risk Management are hereby authorized to undertake such action as necessary to provide for the terms and conditions contained in the Amendment, and further directed to provide for the execution of the Amendment, as herein provided.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Amendment.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 24th day of September 2024, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

AYES: Frey, Lomax, Panicola, Perez

NAYES: None

ABSENT: Carmona, Franz

Exhibit A

Amendment

FIRST AMENDMENT TO THE POLICE CHIEF EMPLOYMENT AGREEMENT

This First Amendment to the Police Chief Employment Agreement (the “*Amendment*”) is made this 24th day of September 2024 (the “*Effective Date*”) by and between the Village of Bensenville, an Illinois municipal corporation (the “*Village*”), and Dan Schulze (the “*Police Chief*”). The Village and Police Chief shall also be known collectively, as the “*Parties*.”

WITNESSETH:

WHEREAS, Village and Police Chief entered into a Police Chief Employment Agreement on July 16, 2024 (the “*Agreement*”) pertaining to the terms and conditions of the employment of Dan Schulze as Police Chief of the Village of Bensenville; and

WHEREAS, Section 9 of the Agreement requires the Village to pay a monthly stipend for a supplemental health insurance policy for the Police Chief; and

WHEREAS, the cost of a supplemental health insurance policy is more expensive to the Village than the cost to add the Police Chief to the Village’s general employee health insurance policy; and

WHEREAS, Village and Police Chief desire to amend the Agreement on the terms and conditions contained in this Amendment so as to provide cost savings to the Village while ensuring adequate health insurance coverage to the Police Chief.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Amendment and are incorporated into and made a part of this Amendment as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

Section 2. Defined Terms. Terms not otherwise defined in this Amendment have the meanings respectively ascribed to in the Agreement.

Section 3. Amendment to Agreement. Section 9 entitled “*Health, Disability, Life Insurance and Retirement Benefits Waiver*” of the Agreement is hereby amended by deleting Section 9 in its entirety and adding the following new language to read, as follows:

“Section 9. Health, Disability, Life Insurance and Retirement Benefits Waiver

The Police Chief shall be allowed to obtain health, dental and vision insurance like any other full-time employee of the Village not governed by a collective bargaining agreement. The Police Chief hereby agrees to waive and forego any short- or long-term disability or life insurance plan(s) of the Village; and the Police Chief further agrees to not apply for participation in any Village retirement or police pension plan, including the Illinois Municipal Retirement Fund


(IMRF). Participation in any other retirement plan shall be at the sole cost of the Police Chief without any contribution from the Village.”

Section 4. Agreement in Full Force and Effect. Except for the provisions of this Amendment, all the terms, covenants, and conditions of the Agreement and all the rights and obligations of the Parties thereunder, shall remain in full force and effect, are not otherwise altered, amended, revised, or changed. In the event of any conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will control.

Section 5. Counterparts. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

IN WITNESS WHEREOF, the Village of Bensenville has caused this Amendment to be signed and executed on its behalf by its Village Manager, and the Police Chief has signed and executed this Amendment on the Effective Date in the County of DuPage, Illinois.

Dan Schulze



Village Manager

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 65-2018

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Authorizing a Police Chief Employment Agreement**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 13th DAY OF NOVEMBER 2018**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 14th day of November, 2018

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 65-2018 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Police Chief Employment Agreement.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
14th day of November, 2018.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 65-2018

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS AUTHORIZING A POLICE
CHIEF EMPLOYMENT AGREEMENT

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

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

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Police Chief Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Dan Schulze (the "*Agreement*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village Manager, the execution thereof by the Village Manager to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The Village Manager is hereby authorized to undertake such action as necessary to provide for the appointment of the Police Chief, and further directed to provide for the execution of the Agreement, as herein provided.

Section 4. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 5. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 13th day of November 2018, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYES: None

ABSENT: None

Exhibit A

Agreement

POLICE CHIEF EMPLOYMENT AGREEMENT

This Agreement (the "*Agreement*") is made and entered into this 13th day of November 2018, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation, (the "*Village*") and Dan Schulze, (the "*Police Chief*").

WITNESSETH:

WHEREAS, the Village desires to employ the services of Dan Schulze as Police Chief of the Village of Bensenville; and

WHEREAS, it is the intent of the Corporate Authorities of the Village to provide certain conditions of employment and to set working conditions of employment for the Police Chief; and

WHEREAS, Dan Schulze wants to accept employment as Police Chief of the Village; and

WHEREAS, the parties to this Agreement wish to reduce the terms and conditions of the Police Chief's employment to writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

Section 1. Employment and Duties

The Village hereby agrees to employ, as an appointed and "*at will*" employee, Dan Schulze as Police Chief of the Village, to perform the functions and duties specified in the Bensenville Village Code, and to perform such other legally permissible and proper duties and functions as the Village Manager or Board of Trustees shall, from time to time, assign to the Police Chief.

Section 2. Term

A. This Agreement shall become effective on the date first written above and shall terminate in accordance with Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Village Manager to terminate the services of the Police Chief at any time, subject only to the provisions set forth in Sections 3A or 3B of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Police Chief to resign at any time from his position with the Village, subject only to the provisions set forth in Section 3C of this Agreement.

Section 3. Removal and Severance Pay

A. The Village Manager may remove the Police Chief, without cause, and terminate this Agreement at any time. The Village Manager shall cause written notice of such action to remove the Police Chief to be served upon the Police Chief. Such action to remove the Police Chief and terminate this Agreement shall be effective upon written notice to the Police Chief, and the Police Chief shall continue to receive his regular compensation for fourteen (14) days from the date of such notice of termination, as severance pay (the "*Severance Pay*"), except as provided in Section 3B hereinafter, and will receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

B. In the event the Police Chief is terminated for cause, as defined in this paragraph below, such termination shall be effective immediately upon written notice to the Police Chief, and the Village shall have no obligation to pay to the Police Chief the Severance Pay, as described in Section 3A, or any other additional compensation, except for the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook. "Cause" as used herein shall mean a breach of any of the provisions of this Agreement by the Police Chief; a breach of the Police Chief's duty to the Village; any act of dishonesty or fraud with respect to the Village or that which is likely to bring dishonor or disrepute

to the position of Police Chief; or the Police Chief's failure to perform his duties to the Village. In addition, "cause" shall mean the commission by the Police Chief of a felony or any crime involving theft, dishonesty or moral turpitude; commission by the Police Chief of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the Village, or any other intentional wrongful acts which involve personal gain to the Police Chief or any other act which may cause harm to the Village's standing and reputation.

C. In the event the Police Chief voluntarily resigns his position with the Village, the Police Chief shall provide the Village fourteen (14) days written notice in advance, unless the parties otherwise agree, and upon such resignation, the Police Chief shall not be entitled to Severance Pay, as described in Section 3A hereinabove.

D. The Police Chief expressly acknowledges that he has no entitlement to any additional severance benefits, other than those described in this Section 3, except that upon the Police Chief's separation from employment, the Police Chief will be entitled to receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

Section 4. Salary

The Village agrees to pay the Police Chief for services rendered pursuant to this Agreement at an annual base salary to be distributed through the normal payroll system, in the amount of one hundred twenty-five thousand dollars (\$125,000.00) per annum. The Police Chief shall be eligible to receive, after six (6) months of employment, an increase in the amount of ten thousand dollars (\$10,000.00) to the annual base salary first written above.

Section 5. Performance Evaluation

A. The Village Manager shall review and evaluate the performance of the Police Chief

prior to each year of his service. This review and evaluation shall be in accordance with criteria developed jointly by the Police Chief and the Village Manager. The criteria may be added to or deleted from, as the Village Manager may, from time to time, determine. The Village Manager and the Police Chief shall periodically define such goals and performance objectives which they mutually determine necessary for the proper operation of the Police Department and the attainment of the Village Manager's policy objectives, shall further establish a relative priority among those various goals and objectives, and such goals and objectives shall be reduced to writing. Such goals shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations that are provided.

Section 6. Hours of Work

The Police Chief is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. In addition, the Police Chief shall be required to attend the committee of the whole, regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Police Chief must devote time outside the normal office hours to the business of the Village, and to that end, the Police Chief shall be employed as a salaried, FLSA-exempt employee. The Police Chief agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Police Chief may be allowed to vary his working hours as deemed appropriate by the Village Manager due to significant time devoted to Village business outside the normal office hours of the Village.

Section 7. Automobile and Cellular Telephone

The Police Chief's duties require the use of an automobile, and the Village shall provide the use of a Village-owned automobile, fuel and I-Pass, if applicable, for such vehicle for use by

the Police Chief on Village business, so long as the Police Chief remains employed with the Village pursuant to this Agreement. Such vehicle shall not be generally used by the Police Chief for personal travel. The Village further recognizes the need for the Police Chief to be reachable during such time as the Police Chief is not in the Police Station. Accordingly, the Police Chief shall be provided the use of a cellular telephone, at the Village's expense. The cellular telephone shall be returned to the Village immediately upon termination of the Police Chief's employment by the Village.

Section 8. Vacation and Sick Leave

The Police Chief shall be provided with vacation days and sick leave in accordance with the Village's Employee Handbook.

Section 9. Health, Disability, Life Insurance and Retirement Benefits Waiver

The Police Chief hereby agrees to waive and forego any health, dental, vision, short- or long-term disability or life insurance plan(s) of the Village; and further agrees to not apply for participation in any Village retirement or police pension plan, including the Illinois Municipal Retirement Fund (IMRF). Participation in any other retirement plan shall be at the sole cost of the Police Chief without any contribution from the Village.

Section 10. General Expenses

A. The Village hereby agrees to pay the membership fees or expenses of the Police Chief for his membership and participation in national, state or local professional police associations, but only after prior written approval of the Village Manager. In no event shall payment be made unless adequate funds for such payment have been previously budgeted.

B. The Village recognizes that certain other expenses of a non-personal and generally job-affiliated nature are incurred by the Police Chief, and hereby agrees to reimburse or to pay said

verified general expenses ordinarily and necessarily incurred in the performance of his duties as Police Chief but only after written approval of the Village Manager. In no event shall reimbursement be made unless adequate funds for such reimbursement have been previously budgeted.

Section 11. Indemnification

The Village shall defend, save, hold harmless and indemnify the Police Chief against any tort, professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Police Chief's duties as Police Chief, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 12. Bond

The Village shall bear the full cost of any fidelity or other bonds required of the Police Chief under any law or ordinance.

Section 13. Notices

Notices pursuant to this Agreement shall be given by deposit and custody of the United States Postal Service, postage pre-paid, addressed as follows:

If to Village:	Village Manager Village of Bensenville 12 South Center Street Bensenville, Illinois 60106
With copy to:	Montana & Welch, LLC 192 North York Road Elmhurst, Illinois 60126 Attn: Bensenville Village Attorney
If to Police Chief:	Dan Schulze [REDACTED] (VILLAGE OF LAKEWOOD) IL [REDACTED]

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Illinois civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions

A. The text herein shall constitute the entire agreement between the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Village of Bensenville has caused this Agreement to be signed and executed on its behalf by its Village Manager, and the Police Chief has signed and executed this Agreement, both in duplicate, the day and year first above written, in the County of DuPage, Illinois.



Dan Schulze



Village Manager

**VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106**

Ordinance No. 65-2024

**An Ordinance of the Village of Bensenville, DuPage and Cook Counite, Illinois
Approving a Second Amendment to the Police Chief Employment Agreement**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 26th DAY OF NOVEMBER 2024**


Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 27th day of November, 2024

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 65-2024 entitled An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Second Amendment to the Police Chief Employment Agreement.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 27th day of November 2024.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 65-2024

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND
COOK COUNTIES, ILLINOIS APPROVING A SECOND AMENDMENT TO THE
POLICE CHIEF EMPLOYMENT AGREEMENT**

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

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

Section 1. That the above recital and legislative finding is found to be true and correct and is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Second Amendment to the Police Chief Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Dan Schulze (the "*Second Amendment*") a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Village Board, with any and all such changes or revisions, substantive or otherwise, as may be authorized by the Village President, the execution thereof by the Village President to constitute the approval by the Village Board of any and all changes or revisions therein contained.

Section 3. The Director of Human Resources & Risk Management is hereby authorized to undertake such action as necessary to provide for the terms and conditions contained in the Second Amendment, as herein provided.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Second Amendment.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure the health, safety, and welfare of the residents of the Village.

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PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 26th day of November 2024, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quint, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez

NAYES: None

ABSENT: None

Exhibit A

Second Amendment

SECOND AMENDMENT TO THE POLICE CHIEF EMPLOYMENT AGREEMENT

This Second Amendment to the Police Chief Employment Agreement (the "*Second Amendment*") is made this 27th day of November 2024 (the "*Effective Date*") by and between the Village of Bensenville, an Illinois municipal corporation (the "*Village*"), and Dan Schulze (the "*Police Chief*"). The Village and Police Chief shall also be known collectively, as the "Parties."

WITNESSETH:

WHEREAS, Village and Police Chief entered into a Police Chief Employment Agreement on July 16, 2024 (the "*Agreement*") pertaining to the terms and conditions of the employment of Dan Schulze as Police Chief of the Village of Bensenville; and

WHEREAS, Village and Police Chief entered into a First Amendment to the Agreement on September 24, 2024 (the "*First Amendment*"); and

WHEREAS, Village and Police Chief desire to further amend the Agreement on the terms and conditions contained in this Second Amendment so as to provide additional compensation and benefits to Police Chief while serving as the Interim Village Manager of the Village in addition to performing his duties and responsibilities as Police Chief.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Section 1. Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Second Amendment and are incorporated into and made a part of this Second Amendment as though they were fully set forth in this Section 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

Section 2. Defined Terms. Terms not otherwise defined in this Second Amendment have the meanings respectively ascribed to said terms in the Agreement.

Section 3. Amendment to Section 1 of the Agreement. Section 1 entitled "*Employment and Duties*" of the Agreement is hereby amended by adding the following new language at the end of Section 1 of the Agreement to read, as follows:

"The Police Chief shall also serve as Interim Village Manager, as an appointed and "at will" position terminatable at any time, with or without cause or hearing and without severance pay, or until such time as a Village Manager is approved by the Board of Trustees or the expiration or termination of this Agreement, as herein provided, whichever occurs earliest in time."

Section 4. Amendment to Section 4 of the Agreement. Section 4 entitled "*Salary*" of the Agreement is hereby amended by adding the following new language at the end of Section 4 of the Agreement to read, as follows:

"The Village agrees to pay the Police Chief for services rendered in the position of Interim Village Manager pursuant to this Agreement additional compensation in the amount of \$1,000.00 per week, or proration thereof, while the Police Chief serves as Interim Village Manager or until such time as a Village Manager is appointed by the Board of Trustees or the expiration or termination of this Agreement, as herein provided, whichever occurs earliest in time."

Section 5. Amendment to Section 8 of the Agreement. Section 8 entitled "*Vacation and Sick Leave*" of the Agreement is hereby amended by adding the following new language at the end of Section 8 of the Agreement to read, as follows:

"The Police Chief shall be provided with five (5) additional days of vacation days while serving as Interim Village Manager or until such time as a Village Manager is appointed by the Board of Trustees or the expiration or termination of this Agreement, as herein provided, whichever occurs earliest in time."


Section 6. Amendment to Definition of Police Chief in the Agreement. The use of the term "*Police Chief*" as used in the Agreement shall also include as part of its definition the term of "*Interim Village Manager*" but only while the Police Chief serves as "*Interim Village Manager*."

Section 7. Amendment to Agreement. Except as provided in this Second Amendment, in Section 1 through and including Section 14 of the Agreement, any reference to the term of "*Village Manager*" shall be replaced by the term "*Village President*".

Section 8. Agreement and First Amendment in Full Force and Effect. Except for the provisions of this Second Amendment, all the terms, covenants, and conditions of the Agreement and the First Amendment and all the rights and obligations of the Parties thereunder, shall remain in full force and effect, and are not otherwise altered, amended, revised, or changed. In the event of any conflict between the terms of the Agreement or the First Amendment and the terms of this Second Amendment, the terms of this Second Amendment will control.

Section 9. Counterparts. This Second Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

IN WITNESS WHEREOF, the Village of Bensenville has caused this Second Amendment to be signed and executed on its behalf by the Village President, and Police Chief has signed and executed this Second Amendment on the Effective Date in the County of DuPage, Illinois.


Dan Schulze


Village President