



12 South Center Street
Bensenville, IL 60006

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VILLAGE BOARD

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Frank DeSimone

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

Village Clerk
Nancy Quinn

Village Manager
Daniel Schulze

July 8, 2025

Ms. Sarah Graham

Re: June 30, 2025 FOIA Request

Dear Ms. Graham:

I am pleased to help you with your June 30, 2025 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on June 30, 2025. You requested copies of the items indicated below:

"Pursuant to FOIA, please forward me an electronic copy of the current Village Manager or Administrator's Employment Contract and that of the manager previously in the position. These documents are being requested for educational research purposes."

After a search of Village files, the following records were found responsive to your request:

- 1) Village of Bensenville Ordinance No. 20-2021. (19 pgs.)
- 2) Village of Bensenville Ordinance No. 65-2024. (8 pgs.)


Signatures have been withheld under Section 7(1)(b) of FOIA.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when complied without possibility of attribution to any person." 5ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: public.access@ilag.gov. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

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

Ordinance No. 20-2021

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois
Authorizing an Employment Agreement with Evan K. Summers as Village Manager**

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 27th DAY OF JULY 2021**


Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 28th day of July, 2021

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. 20-2021 entitled An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing an Employment Agreement with Evan K. Summers as Village Manager.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
28th day of July, 2021.




Corey Williamsen
Deputy Village Clerk

ORDINANCE NO. 20-2021

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE
AND COOK COUNTIES, ILLINOIS AUTHORIZING AN EMPLOYMENT
AGREEMENT WITH EVAN K. SUMMERS AS VILLAGE MANAGER

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; and

WHEREAS, the Village is a managerial form of government, as set forth in the Illinois Municipal Code; and

WHEREAS, pursuant to the managerial form of government, the Village intends to employ Evan K. Summers as the village manager of the Village.

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 recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Evan K. Summers, as Village Manager (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 President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, attorneys, 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 4. 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 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. 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 27th day of July, 2021, 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

WITNESSETH:

WHEREAS, the MANAGER is willing to be employed by the VILLAGE, pursuant to the covenants, terms and conditions set forth in this Agreement.

SECTION 1. Employment and Duties. The VILLAGE hereby agrees to employ and retain

the MANAGER as Village Manager of the VILLAGE and the MANAGER hereby accepts such employment and engagement, and covenants hereby to perform the functions and duties of the Village Manager specified in the Bensenville Village Code and in Article 5 of the Illinois Municipal Code (65 ILCS 5/5-1-1 *et seq.*), and in accordance with all other applicable ordinances of the VILLAGE and statutes of the state of Illinois, and to perform such other legally permissible

and proper duties and functions as the Village Board shall from time to time assign. During the Term:

A. The MANAGER's services shall be rendered on a full-time basis; and

B. The MANAGER shall devote and apply, on a full-time basis, all of his skills and experience to the performance of his duties and the furtherance of the VILLAGE'S interests and shall not engage in any other employment or consulting, unless such is undertaken from time to time on behalf of a family owned business established prior to the Term of this Agreement, or otherwise specifically agreed to by the VILLAGE President in writing and in the sole discretion of the VILLAGE President ; and

C. The MANAGER shall report to the VILLAGE President and VILLAGE Board of the VILLAGE.

SECTION 2. Term of Employment. The Term of Employment (hereinafter referred to as the "Term"), shall be that period of time commencing on June 16, 2021, and continuing through June 1, 2025, or the last day of the term of the Village President, whichever is latest in time (hereinafter referred to as "Termination Date"), unless the Term has been terminated sooner as provided for in this Agreement.

Upon the Termination Date, if the MANAGER is willing and able to continue to perform his duties under this Agreement, the VILLAGE shall pay to the MANAGER severance pay in an amount equal to four (4) months' salary and the employer's portion of disability, health, and life insurance benefits for a period of four (4) months, as provided for in this Agreement. Said payment shall not be due and owing to the MANAGER, if the MANAGER and VILLAGE either enter into a new agreement or the MANAGER continues to perform services for the VILLAGE while receiving the same compensation and benefits from the VILLAGE in accordance with this

Agreement in contemplation of the PARTIES entering into a new agreement within sixty (60) days of the Termination Date.

SECTION 3. Salary and Evaluations.

A. The VILLAGE will pay the MANAGER for his services rendered pursuant hereto an annual base salary of One Hundred and Ninety Thousand Dollars and 00/100 Dollars (\$190,000.00), payable in equal installments at the same time as other department heads of the VILLAGE are paid, effective upon the first pay period after the Term of this Agreement. All salary, benefits, reimbursements, and other payments to MANAGER under this Agreement shall be subject to all applicable payroll and withholding taxes and deductions required by law. The MANAGER agrees that he shall be responsible for paying any and all of the MANAGER'S share of federal, state, and local taxes.

B. Commencing in or about December 2021, and effective each December thereafter, during the Term of this Agreement, the VILLAGE may perform an Annual Performance Review of the MANAGER, being an evaluation of his performance and satisfactory completion of goals and objectives mutually agreed to between the PARTIES. The VILLAGE agrees to contemplate an increase in the base salary and/or benefits of the MANAGER in such amount and to such extent as the VILLAGE may determine in its absolute sole and exclusive discretion. In the absence of an Annual Performance Review by January 31 of each year, the Manager shall receive an automatic annual base salary increase of two and one-half percent (2.5%) effective January 1 of each year for the term of the Agreement.

C. The VILLAGE shall pay the premium for the fidelity bond required of the MANAGER in accordance with the Bensenville Village Code or State law.

D. The VILLAGE shall annually, on or before June 30, contribute toward

MANAGER'S 457b Deferred Compensation Plan or other Defined Contribution Plan ("PLAN") the amount of seven and one-half percent (7.5%) of the MANAGER'S base salary in each year during the Term of this Agreement. All such contributions shall be contributed directly by the VILLAGE to such PLAN or paid as compensation to the MANAGER and then deducted and paid into such PLAN, as the PLAN document requires.

E. The Village may elect to provide a Retiree Health Savings Plan, amended as necessary to comply with applicable law based on the format designed by the Internal Revenue Service. The MANAGER may participate in such plan to the extent required of all other department heads of the VILLAGE.

SECTION 4. Other Terms and Conditions of Employment.

A. The MANAGER shall at all times maintain his primary residence in the corporate boundaries of the counties of DuPage, Cook, Kendall, Kane, Will or Lake throughout the Term of this Agreement.

B. In addition to said benefits enumerated herein for the benefit of the MANAGER, all provisions of the Bensenville Village Code, and regulations and rules of the VILLAGE relating to sick leave, personal days, retirement and pension contributions, holidays, other fringe benefits and working conditions as they now exist or hereafter may be changed shall apply to the MANAGER as they do to department heads of the VILLAGE.

C. It is recognized that the MANAGER must devote a great deal of his time outside normal office hours to the business of the VILLAGE, and as compensation for additional time worked, the MANAGER will be allowed to vary his working hours in the office as he shall deem appropriate.

D. If any given claim, demand, or other legal action arising out of an event or occurs within the Term of this Agreement against the MANAGER, the VILLAGE shall defend, hold harmless and indemnify the MANAGER from and against any liability, claim, demand, or other legal action arising out of any alleged act or omission occurring in the performance of the MANAGER's duties as VILLAGE Manager of the VILLAGE; provided, however, that such indemnification shall not extend to or cover any intentionally wrongful or criminal act of the MANAGER. It is understood hereby that the VILLAGE shall pay all costs involved with such defense, holding harmless and indemnity, whether such costs arise out of any settlement or judgment rendered thereon, including attorneys' fees, provided that with respect to the latter, it is understood that the VILLAGE shall have chosen the mutually agreed upon counsel for the defense of the MANAGER.

E. The VILLAGE Board of the VILLAGE shall fix such other duties or task as it may determine from time to time, relating to the services of the MANAGER, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Bensenville Village Code or any ordinance, law, or state statute. The VILLAGE agrees to notify the MANAGER of any changes or modification to terms and conditions of employment.

SECTION 5. Automobile. The MANAGER's duties require that he shall have a means and mode of transportation available. Accordingly, at the MANAGER's option, the VILLAGE will provide a vehicle or, in the alternative, a vehicle allowance. In the event the MANAGER is provided a vehicle allowance, said allowance shall be in the amount of Four Hundred Dollars (\$400.00) per month and that amount shall be paid monthly to the MANAGER and shall not be considered compensation or impact the MANAGER'S base salary. If provided a vehicle allowance, the MANAGER shall provide proof that said vehicle is insured.

SECTION 6. Holiday and Personal Leave, Vacation Leave, and Sick Leave. The MANAGER shall be entitled to receive annually twenty (20) vacation days and ten (10) days of sick leave, which shall be immediately available to the MANAGER. Any unused vacation days shall be treated in the same manner provided to all other department heads of the VILLAGE.

SECTION 7. Disability, Health, and Life Insurance. The VILLAGE agrees to provide hospitalization, surgical and comprehensive medical insurance for the MANAGER and his dependents and to pay the premiums thereon equal to that which is provided to all other department heads or in the event no plan exists, to provide the same for the MANAGER. If the MANAGER declines coverage, he will be paid seven thousand dollars (\$7,000) at the end of each calendar year.

SECTION 8. General Expenses. The VILLAGE recognizes that certain expenses of a non-personal and generally job-affiliated nature will be incurred by the MANAGER during the course of his employment, and covenants hereby that it shall reimburse or pay such expenses. Accordingly, the Finance Director of the VILLAGE is authorized hereby to disburse such monies upon his receipt of expense or petty cash vouchers, receipts, statements, or personal affidavits duly executed and given him by the MANAGER. The MANAGER shall provide a monthly report to the VILLAGE detailing all expenses incurred and the nature and purpose of such expense.

SECTION 9. Memberships. The VILLAGE will budget and pay the professional dues and subscriptions of the MANAGER necessary for the continuation of his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the VILLAGE, limited to attendance at one national conference and one state conference. Included in the foregoing, the MANAGER is authorized to become a member of such civic clubs or organizations, located or directly affiliated with activities in the VILLAGE, for which the VILLAGE shall pay all expenses.

The MANAGER shall make periodic reports to the VILLAGE Board of the VILLAGE with respect to each such membership.

SECTION 10. Professional Development.

A. The VILLAGE will budget and pay the travel and subsistence expenses of the MANAGER, pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures, for professional and official travel and meetings to continue the professional development of the MANAGER and to pursue necessary official and other functions for the VILLAGE, including but not limited to his attendance at the Annual Conference of the International City Management Association (hereinafter referred to as "ICMA"), the DuPage Mayors and Managers Conference, and conferences and meetings sponsored by the National League of Cities, Illinois Municipal League, and such other national, regional, state, and local governmental groups and committees thereof of which the MANAGER or the VILLAGE is a member and as the VILLAGE may designate, but limited to attendance of one national conference and one state conference unless otherwise agreed upon by the VILLAGE President.

B. The VILLAGE will budget and pay for the travel and subsistence expenses of the MANAGER for courses, institutes, and seminars that are necessary for his professional development and for the good of the VILLAGE which have been approved by the VILLAGE Finance Director and pursuant to the VILLAGE'S Travel Policy and existing reimbursement procedures.

SECTION 11. Termination. The Term of this Agreement shall terminate upon:

- A. The death of the MANAGER; or
- B. Termination of the services of the MANAGER by the VILLAGE Board of the VILLAGE. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the

right of the VILLAGE Board of the VILLAGE to terminate the services of the MANAGER at any time without hearing, with or without cause, and with notice, subject to the provisions set forth in this Agreement; or

C. Resignation by the MANAGER. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the MANAGER to resign at any time from his position with the VILLAGE, subject only to forty-five (45) days written notice to the VILLAGE and subject to the provisions set forth in this Agreement; or

D. The occurrence of the Termination Date.

SECTION 12. Severance Pay Upon Termination.

A. Upon the death of the MANAGER, the named beneficiary designated by the MANAGER shall be entitled to the benefits of any other department head of the VILLAGE or as set forth in this Agreement.

B. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE, with cause, the VILLAGE shall have no obligation to pay the severance, as set forth in this Agreement, or any other compensation whatsoever.

For purposes of this Agreement, "cause" means (i) commission by the MANAGER 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 MANAGER; or (ii) commission by the MANAGER of a felony; or (iii) commission by the MANAGER of any activity or conduct which is likely to bring dishonor or disrepute to the position of Village Manager or to the VILLAGE, including but not limited to theft, dishonesty, or conviction of a crime involving drug abuse or moral turpitude; or (iv) failure of the MANAGER to continually reside in a residential unit in the corporate boundaries of the counties herein

specified in this Agreement. Any misfeasance that is fully cured by the MANAGER within thirty (30) days of the MANAGER'S being given written notice of such by the VILLAGE shall not be deemed to be "cause" for the purposes of this Agreement. The MANAGER shall have no ability, however, to cure any of the other acts enumerated as constituting "cause" as herein defined.

C. In the event the services of the MANAGER are terminated by the VILLAGE Board of the VILLAGE without cause, the VILLAGE shall pay the MANAGER a lump sum severance payment equal to four (4) months' salary as of the time of termination, and the employer's portion of disability, health, and life insurance benefits for a period of four (4) months.

D. In the event the services of the MANAGER are terminated by the MANAGER, then the VILLAGE shall have no obligation to pay the severance sum as set forth in this Agreement.

SECTION 13. Property of the VILLAGE. All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the VILLAGE are and shall at all times remain the property of the VILLAGE. The MANAGER covenants that upon termination of this Agreement, the MANAGER shall not retain, and shall return to the VILLAGE, all of the business plans, financial data or reports, memoranda, correspondence and all other documents pertaining to the current or prospective business of the VILLAGE unless permitted by law.

SECTION 14. Burden and Benefit. This Agreement shall be binding upon, and shall inure to the benefit of the PARTIES, and their respective heirs, personal and legal representatives, successors and assigns. The failure of either PARTY to exercise any right, power or remedy given to it under this Agreement, or to insist upon strict compliance with the terms hereof, shall not

constitute a waiver of the terms and conditions of this Agreement with respect to any other subsequent breach, nor a waiver by any PARTY of its or his rights at any time to require exact and strict compliance with all of the terms of this Agreement. The rights or remedies under this Agreement are cumulative to any other rights or remedies which may be granted by law.

SECTION 15. Notice Provisions. Any notice required to be given hereunder shall be deemed given, if in writing and sent by certified mail, return receipt requested, United States postage prepaid, to his last known residence, in the case of the MANAGER, and to the VILLAGE Clerk (with a copy to the President) of the VILLAGE at 12 S. Center Street, Bensenville, Illinois 60106, in the case of VILLAGE.

SECTION 16. Confidentiality. The VILLAGE acknowledges that the MANAGER has had and will have access to confidential information (hereinafter referred to as "Confidential Information") which is not generally known outside the corporation known as the VILLAGE OF BENSENVILLE. Confidential Information shall not include public documents or information which would otherwise constitute Confidential Information but which has become public other than through a breach of this Agreement or other improper means. During the Term of this Agreement, and for two (2) years following the MANAGER'S employment with the VILLAGE, the MANAGER covenants and warrants that, without the prior written authorization of the VILLAGE Board of the VILLAGE, the MANAGER shall not directly or indirectly use, divulge, furnish or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the VILLAGE in a fiduciary capacity, but instead shall keep all Confidential Information strictly and absolutely confidential except as otherwise provided herein or as provided by law. Said confidentiality shall be subject to any

applicable exception of the state or federal Freedom of Information Act and all other applicable laws and orders of the court.

SECTION 17. Entire Agreement. The PARTIES agree that this Agreement contains the entire agreement and understanding between the PARTIES with respect to the employment referred to herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the PARTIES. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the PARTY against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provisions of this Agreement at such time or will be deemed a valid waiver of such provision at any other time.

SECTION 18. No Reduction of Benefits. The Board shall not, at any time during the Term of this Agreement, reduce Manager's salary, compensation, or other financial and fringe benefits. The MANAGER does agree, however, to a reduction of benefits, if necessary, and if fairly applied to all other department heads of the VILLAGE so as to maintain the economic and fiscal viability of the VILLAGE as a whole or to properly manage and execute any of its programs of benefits.

SECTION 19. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Illinois. The invalidity or unenforceability of any provision of this Agreement shall not offset or invalidate any other provision. If any provision of this Agreement is capable of two constructions, one of which would render the provision invalid and the other of which would make the provision valid, then the provision shall have the meaning which renders it valid. The PARTIES agree that, for the purpose of any litigation or proceeding regarding the terms and conditions of this Agreement, venue shall be proper in the Circuit Court

of the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree to voluntary submit to the jurisdiction of the courts for any such proceeding.

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IN WITNESS WHEREOF, the VILLAGE OF BENSENVILLE, at a properly convened public meeting and pursuant to authority provided by law, have hereby approved this Agreement by the passage of an Ordinance by the VILLAGE Board, authorizing the execution of said Agreement by the President with an attestation by the VILLAGE Clerk, and that Evan K. Summers has voluntarily executed this Agreement in the VILLAGE and that the PARTIES hereto have entered their hands and seals the day and year first above written.

VILLAGE OF BENSENVILLE:



Frank DeSimone, Village President

MANAGER:



Evan K. Summers

AT



Nancy Quinn, Village Clerk

**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 Quinn, 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