

Elsie Sutter

From: Kathleen M. Reifsnyder [reifsnyder@srd-law.com]
Sent: Wednesday, September 07, 2011 7:18 PM
To: guysqueo@att.net
Cc: Jay Dalicandro; Elsie Sutter
Subject: RE: Elmwood Park Village vehicles used 24/7 un-limited use (F.O.I.A.)

Mr. Squeo:

The Village of Elmwood Park is in receipt of your Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") request below.

Please be advised that pursuant to Section 3 (e) (v) of the FOIA, the Village of Elmwood Park requires an additional five (5) business days to respond to your request because the requested records require examination and evaluation by personnel having the necessary competence and discretion to determine if the records are exempt from disclosure under the FOIA, of if the records should be revealed only with appropriate deletions. A response to your FOIA request will be made on or before September 19, 2011.

Sincerely,

Kate Reifsnyder
reifsnyder@srd-law.com
Storino, Ramello & Durkin
9501 West Devon Avenue
Suite 800
Rosemont, Illinois 60018
(847) 318-9500
(847) 318-9509 facsimile
www.srd-law.com

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If you have received this message in error, please notify the sender immediately by e-mail reply and please delete this message from your computer.

Thank you. Storino, Ramello & Durkin



Village of
Elmwood Park

Peter N. Silvestri
Village President
Elsie Sutter
Village Clerk
John J. Dalicandro
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan L. Bennett
Sam LaBarbera
Carmen P. Forte
Alan T. Kaminski
Jeff Sargent
Angela Stranges

September 19, 2011

Mr. Guy Squeo
3119 North 78th Court
Elmwood Park, Illinois 60707

Dear Mr. Squeo:

The Village of Elmwood Park (the "Village") is in receipt of your September 2, 2011 Illinois Freedom of Information Act (5 ILCS 140/1 *et. seq.*) ("FOIA") request. Records responsive to your request are attached to the transmittal e-mail that I have sent to you.

As you have been advised in response to previous FOIA requests that you have filed with the Village, the following Village officers and employees are permitted use of Village-owned vehicles: the Village Manager, the Chief of Police, the Deputy Chief of Police, the Fire Chief, the Deputy Fire Chief, the Code Director, the Water Department Superintendent, the Health Director and the Public Works Director.

The Village maintains no additional documents which are responsive to your request, other than the contract and portion of the Employee Personnel Manual attached. There are no separate policies or other contracts which govern the use of Village-owned vehicles. The Village officers and employees listed above that are permitted to use Village-owned vehicles are not prohibited from utilizing such vehicles for personal use.

Please understand that the FOIA is designed to ensure access to public records. The FOIA is not designed to, "...create an obligation on the part of any public body to maintain or prepare any public record..." in response to a particular request. (5 ILCS 140/1). It is also not designed to be in the nature of a question and answer format. Therefore, the information provided to you in this correspondence is provided as a courtesy, and is not required to be provided to you in response to your FOIA request. Should you seek additional public records, please file another FOIA request.

Very truly yours,



Elsie Sutter

Freedom of Information Officer

Village of Elmwood Park Employee Personnel Manual



Village of
Elmwood Park

Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707
February 1, 2000

The Village of Elmwood Park recognizes the need for training, development and professional growth to maintain a successful Village and to provide the best possible service to the Village of Elmwood Park and the surrounding communities.

Employees are encouraged to participate in professional level training. At the discretion of the Village Manager, sufficient time may be made available for staff to attend conferences, conventions, institutes and other training activities. Consideration will be given toward defraying expenses (tuition, transportation, meals and lodging) involved with such training subject to available resources. To permit equitable distribution of these opportunities to as many members of the staff as possible consideration shall be given on the basis of the value of the training to the Village; and the previous performance of the employee. Any employee wishing to take advantage of this policy must submit a written request to his/her immediate supervisor. These requests will be approved as part of the overall fiscal budget and appropriation process each year.

In general, no more than one national and one state conference may be authorized for any Department Head in any fiscal year.

Expense Report

Employees attending a training seminar or conference must first complete a Travel and Training/Conference Expense Report available from the Department Head or Finance Director. A copy of the travel voucher is included as Appendix C.

4.12 Driver's License Verification

All employee's occupying positions which require the operation of a Village vehicle or personal vehicle for Village business, shall be required to supply their driver's license number to their Department Head for verification on an annual basis. If an employee uses his/her personal vehicle for Village business, proof of insurance may be required.

4.13 Village Vehicle Use

Department Heads, certain designated employees, and the Village Manager are granted use of Village vehicles under a separate policy and/or employment agreement. A valid State of Illinois Drivers license is required. All other Village-owned vehicles shall be limited to official business with no other employee being authorized daily portal to portal or personal use, unless, during the course of and as a result of the necessity of official business as authorized by the Department Head.

4.14 Mileage Reimbursement

**A RESOLUTION AUTHORIZING EXECUTION
FOR AGREEMENT FOR VILLAGE MANAGER**

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. That certain agreement between the Village of Elmwood Park and John J. Dalicandro, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. The Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, said agreement.

Resolved this 18th day of December, 2002.

AYES: 5

NAYS: 0

ABSENT: 2


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

AGREEMENT FOR VILLAGE MANAGER

This Agreement, made and entered into this 2nd day of December, 2002, by and between the Village of Elmwood Park, a municipal corporation (hereinafter called "Employer"), and John J. Dalicandro, (hereinafter called "Employee"), both of who understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said John J. Dalicandro as Village Manager; and

WHEREAS, it is the desire of the governing board, hereafter called "Village," to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Village Manager of the Village of Elmwood Park; and

WHEREAS, The parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said John J. Dalicandro as Village Manager of said Employer to perform functions and duties specified in Chapter 2 of the Code of the Village of Elmwood Park, and to perform other legally permissible and proper duties and functions as the Village Board shall from time to time assign.

Section 2: Term

A. Employee agrees to remain in the exclusive employ of Employer until December 31, 2003, and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

B. In the event written notice is not given by either party to this agreement to the other at least 90 days prior to the termination date as hereinabove provided, this agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of one year. Said agreement shall continue thereafter for one-year periods unless either party hereto gives at least 90 days written notice to the other party that the party does not wish to extend this agreement.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Village to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, paragraph A and B, of this agreement.

D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 4 of this agreement.

Section 3: Termination and Severance Pay

A. In the event Employee is terminated by the Village before expiration of the aforesaid term of employment and during such time the Employee is willing and able to perform his duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to the Employee's last 6 months' aggregate salary. Employee shall also be compensated for all earned sick leave, vacation, holidays, compensatory time, and other accrued benefits to date.

In the event the Employee is terminated for cause or for conviction, then, in that event, employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reductions for all employees of Employer, or in the event the Employer fails to provide to Employee a salary increase which is at least equal to the average percentage increase paid to employees belonging to the collective bargaining units, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, then, in that event Employee may, at his option, be deemed to be "terminated" as of the date of such reduction or such lesser increase or such refusal to comply, within the meaning and context of the herein severance pay provision.

Section 4: Resignation

In the event Employee voluntarily resigns his position with Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer 2 months notice in advance, unless the parties agree otherwise.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, Employer shall have the option to terminate agreement, subject to the severance pay requirements of Section 3, paragraph A.

Section 6: Salary

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary established annually by the Village payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Village may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally.

Section 7: Performance Evaluation

The Village shall review and evaluate the performance of the employee at least once annually in advance of the adoption of the annual operating budget. The Village President shall provide the Employee with a summary written statement of the findings of the Board and provide an adequate opportunity for the Employee to discuss his evaluation with the Board.

Section 8: Outside Activities

Employee shall not teach, consult or perform other non-Employer-connected business without the prior approval of the Village President.

Section 9: Automobile

Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with Employer of an automobile provided to him by the Employer. Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

Section 10: Vacation and Sick Leave

As an inducement to Employee to become Village Manager, at signature hereof, Employee shall be credited with 20 days of vacation leave and 12 days of sick leave on an annual basis.

Section 11: Disability, Health, and Life Insurance

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to 1-1/2 times the annual gross salary of Employee, with the beneficiary to be named by Employee. Additional term life insurance may be purchased by the Employee at his option and cost.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon.

D. Employee agrees to submit once per calendar year to a complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer.

Section 12: Dues and Subscriptions

Subject to Employer approval, the Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full 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 Employer.

Section 13: Professional Development

A. Subject to Employer approval, the Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. Subject to Employer approval, the Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer.

Section 14: Indemnification

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Village Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 15: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 16: Other Terms and Conditions of Employment

A. The Village, in consultation with the manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Village charter or any other law.

B. All provisions of the Village code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, except as otherwise herein provided.

C. Employee shall be entitled to receive the same provisions governing vacation and sick leave accrual and payment benefit on termination of employment as are accorded department heads.

Section 17: Notices

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Village President
Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707


EMPLOYEE: John J. Dalicandro
1634 Royal Oak
Darien, IL 60561

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

Section 18: General Provisions

- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. This agreement shall become effective commencing January 1, 2003.
- D. 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.

IN WITNESS WHEREOF, the Village of Elmwood Park has caused this agreement to be signed and executed in its behalf by its Village President, and duly attested by its Village Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.



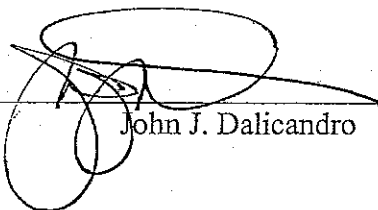
Village President

ATTEST:



Village Clerk

(Seal)



John J. Dalicandro