

NOTICE - VILLAGE OF TINLEY PARK
MEETING OF THE COMMITTEE OF THE WHOLE

NOTICE IS HEREBY GIVEN that a regular Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Tuesday, January 7, 2025, beginning at 5:45 p.m. in Council Chambers, located in the Tinley Park Village Hall, 16250 South Oak Park Avenue, Tinley Park, Illinois 60477.

THE AGENDA IS AS FOLLOWS:

1. CALL MEETING TO ORDER.
2. ROLL CALL.
3. CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON DECEMBER 17, 2024.
4. DISCUSS ANNEXATION OF 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER.
5. DISCUSS ANNEXATION AGREEMENT FOR 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER.
6. DISCUSS GAS N WASH 183RD STREET SIGNAL SALES TAX AGREEMENT.
7. DISCUSS AMENDMENT TO CIVIL SERVICE RULES AND REGULATIONS.
8. DISCUSS AMENDMENT TO TITLE V, CHAPTER 50 & TABLE XI - WATER AND SEWER CHARGES.
9. DISCUSS AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE VILLAGE OF ORLAND PARK - WATER TOWER COMMUNICATIONS USE.
10. REVIEW MID-YEAR BUDGET.
11. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL

CALL

MINUTES
Meeting of the Committee of the Whole
December 17, 2024 – 5:45 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:50 p.m. the regular meeting of the Committee of the Whole was called to order.

Item #2 - Clerk O'Connor called the roll. Present and responding to roll call were the following:

Members Present: M. Glotz, Village President
N. O'Connor, Village Clerk
W. Brady, Village Trustee
W. Brennan, Village Trustee
D. Mahoney, Village Trustee
M. Mueller, Village Trustee
K. Shaw, Village Trustee
C. Sullivan, Village Trustee

Members Absent: None

Staff Present: P. Carr, Village Manager
H. Lipman, Assistant Village Manager/Interim Assistant Finance Director
T. Tilton, Interim Police Chief
S. Klotz, Fire Chief
D. Ritter, Community Development Director
J. Urbanski, Public Works Director
D. Framke, Marketing Director
B. Miller, Village Attorney

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD DECEMBER 2, 2024 – Motion was made by Trustee Brady, seconded by Trustee Sullivan to approve the minutes of the special Committee of the Whole meeting held on December 2, 2024. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #4 – DISCUSS THE RENEWAL OF LIABILITY INSURANCE WITH ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION (IML RMA) – The Village's 2025 insurance renewal quote includes a minimum premium of \$1,109,119 and a maximum contribution of \$1,752,186, with \$0 deductibles across most coverage lines. President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Mahoney to recommend the renewal of Liability Insurance with Illinois Municipal League Risk Management Association (IML RMA) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #5 – DISCUSS A CONTRACT WITH IMAGING SYSTEMS INC. (IDT) FOR HYLAND ONBASE ANNUAL MAINTENANCE – A Request for Qualification (RFQ) was issued in November for the purchase of annual maintenance required to receive software updates, support, and licensing. Imaging Systems Inc. (IDT) was selected for Hyland OnBase software maintenance for 2025. President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Sullivan to recommend a contract with Imaging Systems Inc. (IDT) for Hyland OnBase annual maintenance be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #6 – DISCUSS ANNEXATION OF 7551 191ST STREET, BROOKSIDE CREEK RETAIL CENTER AND
Item #7 – DISCUSS ANNEXATION AGREEMENT FOR 7551 191ST STREET, BROOKSIDE CREEK RETAIL
CENTER – Motion was made by Trustee Shaw, seconded by Trustee Sullivan to continue items #6 and #7 to the January 7, 2025, Committee of the Whole meeting. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #8 – DISCUSS ANNEXATION OF 191ST STREET PARCEL (INTERSTATE SPORTS DOME) – The Petitioner, Roberto D. Gutierrez on behalf of GK Development Properties, LLC, requested annexation of a vacant strip (265' by 10', 2,650 sq. ft.) of property along 191st Street, fronting the north side of 191st Street, east of Panduit Drive and west of 76th Avenue. The property is part of a larger 48-acre multi-phase commercial development proposed under separate consideration by the Petitioner as the Interstate Sports Dome.

Following annexation, per the Zoning Ordinance, the property will be zoned R-1, Single Family Residential. Under separate consideration, the petitioner wishes to rezone both the subject property and the adjacent parcel to the north and east to B-3 (General Business & Commercial).

President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brennan, seconded by Trustee Mahoney to recommend the annexation of 191st Street Parcel (Interstate Sports Dome) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #9 – DISCUSS THE PURCHASE OF HARMONY SQUARE KITCHEN FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) – Pursuant to the License Agreement with Durbin's HS, LLC, the Village has agreed to make the initial purchase of the Kitchen Equipment and FFE packages on behalf of the Licensee for a combined Not to Exceed value of \$1,000,000. The cost of these packages plus interest is to be repaid to the Village by the Licensee in accordance with the terms and conditions of the License Agreement for the Hospitality Building at Harmony Square.

Multiple sources and purchasing methods have been implemented to meet the requests and requirements of the Licensee's operations and to ensure competitive pricing for all items.

Item	Supplier	Cost
Furniture	Office Revolution	\$ 125,522.36
Furniture	Ramar	\$ 171,553.67
Kitchen Equipment	Ramar	\$ 604,593.67
Bar Equipment	My Beer Guy	\$ 53,410.01
AV Equipment	OSA	\$ 42,828.68
Grand Total		\$ 997,908.39

President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Mueller, seconded by Trustee Brady to recommend the purchase of Harmony Square Kitchen Furniture, Fixtures, and Equipment (FF&E) be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the motion carried.

Item #10 – RECEIVE COMMENTS FROM THE PUBLIC –

President Glotz asked if there were any comments from the public. There were none.

Motion was made by Trustee Sullivan, seconded by Trustee Brady, to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Brennan, Mahoney, Mueller, Shaw, Sullivan. Nays: None. Absent: None. President Glotz declared the meeting adjourned at 5:54 p.m.

ITEM #4

**DISCUSS ANNEXATION
OF 7551 191ST STREET
BROOKSIDE CREEK
RETAIL CENTER**

ITEM #5

**DISCUSS ANNEXATION
AGREEMENT FOR
7551 191ST STREET
BROOKSIDE CREEK
RETAIL CENTER**



Interoffice Memo

Date: January 7, 2025

To: Village Board

From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Pat Carr, Village Manager

Subject: Lenny's Gas N Wash (183rd Street and LaGrange Road) – Sales Tax Sharing Agreement

Attached to this memo is a sales tax sharing agreement with the new Lenny's Gas N Wash (Lenny's) located at 183rd Street and LaGrange Road. But for the significant site improvements, including right of way (ROW) work and a new traffic signal, all being completed by the developer (Lenny's), development of this project and potential additional development in the area would pose significant hardship. Upon review of financial projections and the developer's experience and capacity, the Village agrees to share a portion of the sales tax from the site, in line with the Village's financial policy. The terms of the agreement include 50% sales tax sharing not to exceed \$1,000,000 over a ten-year period.

**VILLAGE OF TINLEY PARK AND LENNY'S GAS N WASH SE TINLEY PARK, LLC
DEVELOPMENT/ECONOMIC INITIATIVE AGREEMENT**

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the _____ day of _____, 2025 by and between the Village of Tinley Park, an Illinois Municipal Corporation located in Cook County (the "**Village**") and Lenny's Gas N Wash SE Tinley Park, LLC (the "**Developer**").

RECITALS

- A. The Village is an Illinois municipality and hereby enters into this Agreement pursuant to 65 ILCS 5/8-11-20 ("**Enabling Statute**"). Pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois of 1970, the Village has determined that it has the authority to enter into this Agreement.
- B. The Developer owns and intends to develop a motor fuel facility ("**Development Project**") on the property located at the SEC of 183rd Street and Route 45 as legally described in **Exhibit "A"** (the "**Property**"). Developer has demonstrated to the Village's satisfaction that the Developer has the experience and capacity to complete the Development Project. The Developer and the Village have determined that without the financial assistance provided under this Agreement the Development Project would not be feasible and that the Developer would not undertake the Development Project. The Developer has expressly conditioned the undertaking of the Development Project on the Village's agreement to pledge a portion of the Sales Tax Revenues (defined later) it receives from the Development Project, all as provided in this Agreement;
- C. The Village deems it to be of significant importance to encourage development within the Village so as to maintain a viable real estate tax and sales tax base and employment opportunities. Accordingly, the Village has made the following findings necessary pursuant to the Enabling Statute;
 - 1. That the Property has remained vacant for at least one year;
 - 2. That the Development Project is expected to create or retain job opportunities within the municipality;
 - 3. That the Development Project will serve to further the development of adjacent areas;
 - 4. That without this Agreement, the Development Project would not be possible;
 - 5. That the Developer meets high standards of creditworthiness and financial strength;
 - 6. That the Development Project will strengthen the commercial sector of the Village;

7. That the Development Project will enhance the tax base of the Village;
 8. That this Agreement is made in the best interest of the Village; and
 9. Pursuant to the Illinois Municipal Code, as amended ("**Code**"), the Village has authority to enter into an economic incentive agreement relating to the development of land within corporate limits, including an agreement to share or rebate a portion of the retailer's occupation taxes received by the Village that are generated by the development.
- D. Subject to the terms and conditions of this Agreement, the Village agrees to make the Rebate Payment (defined below) to the Developer.
- E. This Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, and the corporate authorities have given all notices and taken all actions required to be taken prior to the execution of this Agreement to make this Agreement effective.

NOW THEREFORE, to maintain and revitalize business within the Village by assuring opportunities for development and attracting sound and stable commercial growth; to promote the public interest and to enhance the tax base of the Village; to induce the Developer to undertake the Development Project; in consideration of the Developer's agreement to undertake the Development Project and the Village's agreement to make the Rebate Payments to the Developer; and in consideration of the mutual promises, covenants, stipulations and agreements herein contained in this Agreement, the Developer and the Village hereby agree as follows:

1. **Incorporation of Recitals.**

The recitals set forth above are incorporated hereby by this reference as if fully set forth herein.

2. **Creation of Economic Incentive Agreements.**

The Village acknowledges that an Economic Incentive Agreement for the Development Project within the Property will provide incentives for development within the Property, which will provide sales tax benefits to the Village. The Village shall, upon application by Developer or its assigns, pursuant to 65 ILCS 5/8-11-20 or any other statutory means, enact all Ordinances and execute all agreements to share or rebate a 50% portion of the Village's allocated portion of sales tax revenue, as set forth herein, to Developer or as assigned in writing by Developer, pursuant to the terms of this Agreement (hereinafter referred to as "**Rebate Payments**"). For purposes of this Agreement a "Commercial Retail User" shall be any user that collects sales tax as *part* of its operation. A Commercial Retail User shall be referred to herein as a "**Generator**".

The Village acknowledges that its agreement to execute this Development/Economic Initiative Agreement is a material inducement to Developer to undertake the Development Project.

3. **Development Incentive Reimbursement.**

- A. **Commencement.** Village and Developer agree that any such agreed upon Incentives shall not commence until such time as Developer, at Developer's sole

cost and expense, completes the installation of signalization at the intersection of 183rd Street and White Eagle Drive and all roadway improvements required for 183rd Street and White Eagle Drive as approved by Cook County and the Village and as identified in the attached **EXHIBITS "B-1 and B-2" (Signalization and Roadway Improvements)**.

- B. Incentives. The Developer, pursuant to the terms of this Agreement, shall be paid 50% of the Village's share of sales tax generated by any "Generator" on the Property. The total Rebate Payments under this Agreement to be made to the Developer by Village from sales tax generated on the property shall not exceed the sum of \$1,000,000 ("**Incentives**"). The final amount of the total Rebate Payments to be made shall be determined and calculated in accordance with the provisions of Sub-paragraph C of this Section. Developer shall be entitled to recover up to the total amount of the Incentives for a period of ten (10) years from the date of the Commencement of this Agreement and not the date of the execution of this Agreement. In the event Developer recovers its full Incentives (not more than \$1,000,000 as set forth in this Agreement) prior to that expiration time, the right to recovery shall terminate earlier than the previous stated expiration date, and the Village shall be under no obligation to make any additional payments to Developer. In the event Developer has not received all of its Incentives, this Agreement shall be treated as expired at the end of the ten (10) year period. No interest shall be paid on the Incentives.
- C. Calculation of Rebate Payments Amount. Developer has requested of the Village, based upon Developer's estimate of the development costs and Developer incentive costs, a sum not to exceed \$1,000,000, for which it seeks Rebate Payments. A portion of the development costs, for which Developer seeks sales tax rebates, is associated with the estimated costs to the Developer for signalization at the intersection of 183rd Street and White Eagle Drive and associated roadway improvements to 183rd Street and to White Eagle Drive. Said improvement costs are set forth and itemized on **EXHIBIT "C"** to this Agreement (**Engineer's Estimate of Probable Construction Costs**) and are further described in "**EXHIBIT D**" (**Project Narrative**). In the event Developer is not required to expend the funds to improve the intersection of 183rd Street and White Eagle Drive and associated roadway improvements, or parts thereof, or in the event that the Developer, seeks and receives recapture from any owners or developers of adjacent properties for all or portions of said improvements expended or advanced by the Developer, then the final total of Rebate Payments ("**Incentives**") shall be calculated by subtracting from \$1,000,000 so much of the Engineer's Estimate of Probable Construction Cost as is (i) not expended by the Developer and/or (ii) is recaptured by the Developer from owners or developers of adjoining properties. Developer is required to provide proof of final improvement construction costs and any amounts recaptures from owners or developers of adjoining properties within thirty (30) days of the completion of the improvements to 183rd Street and White Eagle Drive.
- D. The Village shall distribute the municipal share of the sales tax revenue generated by any Generator located on the Property as follows:

50% to the Developer;

50% to the Village.

- E. Sales Tax and Sales Tax Revenue Defined. The terms "Sales Tax" and "Sales Tax Revenue" used throughout this Agreement refer to the Village's share of the revenues generated by the sale of merchandise from and collected under the Retailer's Occupation Tax, or the Village's share of any other "sales tax" or similar tax that may be enacted by the State of Illinois or any governmental agency or body created under the laws of the State of Illinois, based upon gross sales, and located within the State of Illinois, that is collected by the Generators as a result of business transactions occurring on the Property. In the event that the Village's share of said sales tax or substitute tax is reduced or increased by the State, then the affected Generator's share thereof shall be reduced or increased in the same proportion.
- F. Payment Obligation. The Village agrees to pay Developer or its assignee the Developer's proportionate share of the monthly sales tax remittances made to the Village by the Illinois Department of Revenue (DOR) within thirty (30) days of receipt by the Village of the Quarterly Reports provided to the Village by the DOR certifying the sales tax generated by each Generator on the Property, and continuing until the Incentives are paid to the Developer as set forth in this Agreement. In the event that the State is delayed in issuing or fails to issue Sales Tax Revenue to the Village, the Village shall be under no obligation to pay Developer's share unless and until such Sales Tax Revenue is received by the Village.
- (i) The monthly sales tax remittances shall mean an amount equal to 50% of the sales tax revenue received by the Village from the State generated by each Generator on the Property. All amounts paid to the Developer will be due and payable solely from the sales tax revenues received by the Village from the Illinois Department of Revenue from any Generator's sales for the preceding quarter.
 - (ii) Provided, however, if the Village no longer receives sales tax revenues generated by a Generator due to a change in Illinois statutes, then the Village shall make payments to the Developer from any alternate sources of revenue provided to the Village by the State, if any are made, which are intended, specifically, as a replacement or substitute for sales tax revenue presently received by the Village and anticipated to be generated from the project.
- G. Sources of Funds to Pay Reimbursable Development Project Costs.
- (i) Funds necessary to pay for the Incentives are to be solely derived from the sales tax generated by the Generators. This pledge of sales tax revenues hereby is approved by the Village.
 - (ii) In order to comply with the terms of this Agreement, Developer shall require in writing all tenants in the Property and to any subsequent purchasers of any portion of the Property to direct the Illinois Department of Revenue to provide the Village with a breakdown of sales tax being remitted to the Village for each commercial retailer on-site, In the event Developer or a commercial retailer

fails to provide the Village with written authority for release of said information from the Illinois Department of Revenue the Village shall have no duty to remit sales tax proceeds from that commercial retailer to the Developer.

4. **Assignability.**

It is expressly agreed and understood by the parties to this Agreement that the benefits contemplated in the Development/Economic Initiative Agreement and pursuant to 65 ILCS 5/8-11- 20 are assignable at the option of the Developer. Absent a specific written Agreement between the Developer and the Village, the Developer shall be permitted to assign only all of its rights and benefits under this Agreement and shall not be able to assign the same in a piece meal fashion. Upon such written assignment by the Developer, assignee shall have all rights currently vested in the Developer under the Development Agreements, this Ordinance and applicable law, and shall be entitled to enforce same by any legal or equitable remedy.

5. **Reimbursement Procedures.**

- A. **Sales Tax Reports.** Developer agrees to cause all Generators to execute and deliver to the Village a written direction, in form and content acceptable to the Village and the Illinois Department of Revenue ("**DOR**"), authorizing the DOR to release to the Village the sales tax figures for the Generator, on a quarterly basis and during the term of this Agreement. The Village agrees to take the necessary action to initiate the transaction. Should the DOR cease to release the sales tax information to the Village on a quarterly basis, Developer and all Generators shall be responsible for any further action to obtain the sales tax information from the DOR or shall be responsible for submittal of the sales tax information from the DOR or shall be responsible for submittal of the sales tax information as provided for in the next paragraph of this Agreement.
- B. In the event the DOR fails to submit to the Village the quarterly sales tax information for any Generator as provided for in Section A above, Developer shall cause Generators to, contemporaneous with the filing of sales tax reports with the Illinois Department of Revenue or successor agency, furnish to the Village copies of any and all sales tax returns, sales tax reports, amendments, or any other paper filed with the State of Illinois, said Department of Revenue or other appropriate governmental entity, pertaining to the Generators, and certified as being true and correct, which documents are being provided to the Village for purposes of identifying sales tax revenues collected pursuant to this Agreement.
- C. **Confidentiality.** The Village acknowledges and agrees that information to be provided by Generators hereunder are proprietary and valuable information and that any disclosure or unauthorized use thereof will cause irreparable harm to Developer and/or Developer's affiliates and/or Generator and/or Generator's affiliates, and to the extent permitted by state or federal law, including but not limited to Section 7(1)(g) of the Illinois

Freedom of Information Act, the Village agrees to hold in confidence all sales figures and other information provided by Developer or Generators or obtained from Developers' or Generators' records in connection with this Agreement, and in connection therewith. The Village shall not copy any such information except as necessary for dissemination to the Village's agents or employees as permitted hereinafter. The Village shall be permitted to disclose such information (i) to its agents or employees who are reasonably deemed by the Village to have a need to know such information for purposes of this Agreement; provided, that such agents and employees shall hold in confidence such information to the extent required of the Village hereunder or (ii) to the extent required by order of court or by state or federal law. The confidentiality requirements of this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind the Village, its successors, assigns and legal representatives for a period of five (5) years from the termination, expiration or cancellation of this Agreement.

6. **Audit.**

Each payment by the Village to Developer shall be accompanied by a statement executed by the Village Treasurer or the Treasurer's designee, setting forth the calculations of such payment and identifying the sales tax return period to which the payment relates. The Village Treasurer or the Treasurer's designee shall further issue a statement setting forth all payments made to date to Developer. Developer shall have six (6) months following the receipt of said payment to contest any of the calculations or information contained in said statements. Developer shall have the right to review all sales tax reports provided to the Village by the State relating to any Generator within 30 days of a written request from the Developer, approved by the Generator.

7. **Default/Right to Cure.**

No party shall be deemed in default hereunder until such Party has failed to cure the alleged default within thirty (30) days in the case of a monetary default, or within thirty (30) days in the case of a non-monetary default, from notice of such default from the other Party; provided, however, if the nature of such non-monetary default is such that it cannot reasonably be cured within such thirty (30) days period, then such Party shall not be deemed in default if such Party commences to cure such default within such thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event that the State of Illinois is delayed in providing or fails to provide the Village with the Village's sales tax revenue, the Village shall not be deemed in default under this Agreement.

In the event of a default and except as may be otherwise provided herein to the contrary, the non-defaulting party may: (i) terminate this Agreement upon written notice to the defaulting party, recover from the defaulting party all damages incurred by the non-defaulting party; (ii) except as may be otherwise expressly provided to the contrary herein, seek specific performance of this Agreement, and, in addition, recover all damages incurred by the non-defaulting party; (the parties declare it to be their intent that this Agreement may be specifically enforced); (iii) pursue all other remedies available at law, it being the intent of the parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the non-defaulting party.

8. **No Obligation to Develop, Open or Operate.**

Nothing contained in this Agreement shall be deemed to obligate Developer, Generator or

any of Generator's affiliates to construct any improvements on the Property or to open or operate any form of business in the Property for any period of time or at all.

9. Discontinuance of the Operations.

The Parties recognize and agree that the Village's obligation to remit the Incentive to Developer as provided herein is expressly contingent upon Developer's completion of the proposed project(s) and operation by Developer or Generators of businesses which are open to the public. Except in the case of a failure to operate the businesses open to the public during a remodel, should Developer or its Generators fail to operate businesses open to the public and when no Sales Tax Revenue is generated for a period exceeding sixty (60) days, then the Village may terminate this Agreement upon ten (10) days' advance written notice to Developer, and provided Developer fails to reopen the businesses within such additional ten (10) day period, then upon providing written notice to Developer, the Village may terminate this Agreement, which and upon such termination this Agreement shall be of no further force and effect, except as specifically set forth herein, excluding those obligations which expressly survive such termination. For purposes of this Section, temporary cessation due to fire or casualty or other causes beyond the reasonable control of Developer and a temporary cessation for not more than ninety (90) days for the purposes of making alterations or repairs shall not be considered a cessation of operations.

10. Failure to Pay Taxes and Fees.

Developer's failure to timely pay any and all taxes and fees imposed by applicable law shall be considered a material breach of this Agreement. In the event Developer fails to cure such material breach within thirty (30) days following Developer's receipt of written notice of such failure from the Village, then the Village may terminate this Agreement upon ten (10) days advance written notice to Developer, and so long as Developer fails to pay such taxes and fees within such additional ten (10) day period, then this Agreement shall terminate and be of no further force and effect, and the Parties hereto shall thereafter be relieved of any and all of its obligations arising hereunder, except as expressly stated in this Agreement. Notwithstanding the foregoing, in the event Developer is contesting any tax assessment in good faith then such failure to pay said assessment shall not constitute a default hereunder unless and until Developer shall fail to pay such assessment promptly following the entry of a final non-appealable judgment by a court of competent jurisdiction requiring that such assessment be paid in full.

11. Additional Covenants.

- A. Time. Time is of the essence unless otherwise stated in this Agreement and all time limits set forth are mandatory and cannot be waived except by a lawfully authorized and executed written waiver by the party excusing such timely performance.
- B. Binding Effect. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

- C. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction or in the event such a court shall determine that the Village does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein.
- D. Notices. All notices and requests required pursuant to this Agreement shall be sent by certified mail as follows:

To Developer: Lenny's Gas N Wash SE Tinley Park, LLC
Alex Kugar
Vice President of Finance
8200 185th St. – Unit K
Tinley Park, IL 60487
AKugar@gasnwash.net

With copies to: Lyman Tieman, Esq.
12417 Tahoe Lane
Mokena, IL 60448
LCTIEMAN@yahoo.com

To the Village: Village of Tinley Park
16250 Oak Park Avenue
Tinley Park, IL 60477
Attention: Village Clerk

With copies to: Del Galdo Law Group, LLC
Attn: Michael T. Del Galdo
1441 S. Harlem Ave
Berwyn, IL 60402
delgaldo@delgaldolawgroup.com

- E. Authority to Execute. The signatories of the parties hereto warrant that they have been lawfully authorized by the Village Board of the Village and the Developer, to execute this Agreement on their behalf.
- F. Attorneys' Fees. If a party commences a legal proceeding to enforce any of the terms of this Agreement, each party shall bear its own attorneys fees and costs in such action.
- G. Relationship of the Parties. Nothing herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that no provision herein, nor any acts of the parties, shall be deed to create any relationship between the parties.

- H. Remedies Not Exclusive. Except as may be otherwise expressly provided herein, the various rights and remedies herein contained and reserved to each of the parties, except as herein otherwise expressly provided, are not exclusive of any other right or remedy of such party, but are cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy by either party shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence therein.
- I. Effective Date. This Agreement shall become effective upon its signing by all parties hereto.
- J. Limitation of Village Liability. No recourse under or upon any obligation or covenant of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, its officers, agents and employees, in any amount exceeding the Incentives, and all and any such rights or claims of Developer or its assignee against the Village, its officers, agents and employees are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village; provided however that the foregoing waiver of liability and release shall not apply to any claims of Developer against the Village, its officers, agents or employees for any amount due and payable to Developer under this Agreement up to the amount of the Incentives.

IN WITNESS WHEREOF, this Agreement is entered into at Tinley Park, Illinois as of the date and year shown below.

VILLAGE OF TINLEY PARK,
an Illinois Municipal Corporation

LENNY'S GAS N WASH SE TINLEY PARK,

By: _____
Mayor

By: _____
Leonard McEnery, its Manager

Attest: _____
Village Clerk

Date: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN WHITE EAGLE DRIVE SUBDIVISION, BEING A SUBDIVISION IN THE EAST ½ OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 2024 AS DOCUMENT NUMBER 2402410012 IN COOK COUNTY, ILLINOIS.

PART OF PIN: 27-33-401-013-0000

EXHIBITS "B-1 and B-2"

SIGNALIZATION AND ROADWAY IMPROVEMENTS

183RD STREET AND WHITE EAGLE DRIVE

ATTACHED

EXHIBIT "C"

ENGINEER'S ESTIMATE OF PROBABLE COSTS

ATTACHED

EXHIBIT "D"

PROJECT NARRATIVE

ATTACHED



Interoffice Memo

Date: December 30th, 2024

To: Village Board

From: Anne Mitchell, Management Analyst

Subject: Civil Service Rules & Regulations Update - Entry-Level Patrol Officer Testing Process & Lateral-Hire Patrol Officer Experience Requirement

The current entry-level Patrol Officer register was certified in August of this year, and The Civil Service Commission already has exhausted this list as of the meeting on November 18th. Prior to this list, we have taken the time to analyze our procedures for hiring entry-level Patrol Officers and we have determined that our current process no longer can meet the needs of our police department. We are exploring other options to address the staffing needs of our department, and one solution is to allow the Civil Service Commission to accept applications for the entry-level candidates on an ongoing basis and utilize a third-party vendor to administer the entry-level written exam for potential candidates.

By accepting applications on an ongoing basis, we will be able to catch interested candidates from the jump and get them started in the hiring process. Recently the Village has implemented a "Police Interest form," which is an online form available on the Village's website for individuals to notify the Village of their interest in working in our police department. Since the creation of this form, we have already received twenty-five (25) submissions, who could have already started the hiring process if the Village accepted these applications on an ongoing basis. We are already accepting applications for the lateral-hire Patrol Officers on an ongoing basis, which has successfully led to multiple hires. We believe that this will be the same case for entry-level candidates if we accept applications in this manner.

Staff have selected the National Testing Network (NTN) to administer the entry level written exam because the NTN's focus is to assist municipalities in their hiring process for multiple public safety positions, and they have vast experience in hiring Patrol Officers. Over thirty (30) Illinois municipalities currently utilize the NTN for hiring of Patrol Officers, and our outreach to these communities have resulted in position feedback on their experience using the NTN. They provide both in person and virtual tests year-round for entry-level patrol candidates. By allowing candidates to take their written exam at their convenience, we would remove a key barrier that prevents qualified candidates from moving forward with the process. The vendor used for providing entry-level Patrol Officer exams will be subject to change based on the discretion of the Civil Service Commission.

Regarding logistics, the Village would pay an annual membership fee of \$1,500 and \$65 per test for each candidate. The NTN will enforce all the Civil Service's prerequisite requirements for taking the entry-level exam, such as submission of the POWER card prior to taking the test, so that will ensure that we can maintain most of our processes by using NTN.

In addition to updating the entry-level process, we are also seeking to amend the Civil Service Commission's Rules and Regulations regarding the experience requirement for the lateral-hire Patrol Officer position. We currently require a Patrol Officer to have the Illinois Law Enforcement Training and Standards Board (ILETSB) certification and have two (2) years minimum at another police department. Upon discussion with the Police Chief and Civil Service Commission, we are seeking to change the Lateral requirement to simply have their ILETSB certification. All candidates would still go through our thorough pre-employment process and our Field Training Program. This is another way we feel we can improve the number of candidates applying to fill vacancies.

To make the changes we are seeking for the entry-level Patrol Officer testing process, we will need to make amendments to the Civil Service Commission's Rules and Regulations to allow for accepting entry-level Patrol Officer applications year-round and utilizing a third-party vendor to administer the entry-level written exam, as well as amend the experience requirement for the lateral-hire Patrol Officer position. The Village These changes are attached to this item under "Exhibit 1."

Exhibit A

RULES AND REGULATIONS OF THE CIVIL
SERVICE COMMISSION

TINLEY PARK, ILLINOIS

As adopted by the Civil Service Commission of the Village of Tinley Park, Illinois, effective July 16, 2024 and approved by the Village Board of Trustees Ordinance Number 2024-O-040. Updated by Civil Service Commission on July 16, 2024.

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CHAPTER I – ADMINISTRATION

CHAPTER I – ADMINISTRATION
SECTION 1 - SOURCE OF AUTHORITY

The Civil Service Commissioners of the Village of Tinley (the "Commission") derives its power and authority from Article 10, Division 1, of the Illinois Municipal Code (65 ILCS 5/10-1-1, *et seq.*), the applicable provisions of the Tinley Park Municipal Code and Village ordinances.

The Village Board of Trustees may adopt and amend these rules and regulations in accordance with its home rule authority. The Commission shall adopt, enforce, administer and amend these rules and regulations in accordance with the Village of Tinley Park Municipal Code, Village ordinances and consistent with governing state and federal law. All changes to these rules by the Commission shall be made at a properly convened meeting.

CHAPTER I – ADMINISTRATION
SECTION 2 – DEFINITIONS

When the following terms are used in these rules and in other documents relating to the positions in the Civil Service Commission and the Classified Service of the Village of Tinley Park, they shall be interpreted as follows:

"Appointing Authority" - The Village Manager.

"Appointment" - The designation and induction into employment of an individual to a position in the classified service of the Village by proper authority.

"Village Civil Service" - All full time non-probationary positions within the jurisdiction of the Village of Tinley Park, except those positions specifically exempted from the Village Civil Service by law or by ordinance, or removed by the Commission.

"Class" - A group of positions with duties and responsibilities sufficiently alike to require of new employees the same general abilities, experience and knowledge for the efficient performance of the assigned duties. The character of these positions justifies common treatment in selection, testing, compensation by evaluation and other personnel practices, and permits interchange of employees without material loss of efficiency or after a brief period of training. Positions in one class are sufficiently different from positions in other classes to justify different treatment in one or more of the above listed items. A class may consist of only one position where no other positions of the same kind exist.

"Class Title" - The identifying designation given to a class.

"Classification Plan" - The arrangement of class titles by occupational service, with class codes and grade numbers. Definitions of classes and class titles are set forth in written specifications indicating the factors that make the positions in one class different from those in other classes.

"Classified Positions" - All non-probationary positions under the jurisdiction of the Civil Service Commission except those exempted by law or by ordinance, or removed from the Classification plan by the Commission.

"Classified Service" - The Village Civil Service.

"Commission" - The Civil Service Commission of the Village of Tinley Park, Illinois.

"Commissioners" - Members of the Civil Service Commission.

"Employee" - Any person certified to an office, position or place of employment in the classified service, either permanent or temporary, who is paid from public funds.

"Illinois Municipal Code" - An act to revise and codify the laws relating to cities, villages and incorporated towns approved and in full force May 29, 1961 as amended, 65 ILCS 5/1-1-1 et seq.

"Lateral Transfer" – Any applicant who has been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, who has been employed as a full-time police officer for at least two (2) years in another law enforcement agency.

"Position" - The authorized combination of duties and responsibilities that are to be performed by one individual on a full-time basis. The term "position" means the same as "office or place of employment" as referred to in Section 10-1-3 of the Illinois Municipal Code.

"Title" - The identifying designation given to each position.

CHAPTER I – ADMINISTRATION

SECTION 3 - OFFICERS OF COMMISSION AND THEIR DUTIES

- a) The Commission is comprised of three (3) members who shall be appointed by the Mayor with the approval of the Village Board of Trustees and serve three (3) year terms. Each Commissioner's three (3) year term shall be staggered such that no two Commissioners terms expire on the same year. The Mayor, with the approval of the Village Board of Trustees, shall annually appoint a single member to the Commission. Each member shall serve until such time he or she is reappointed by the Mayor and Board of Trustees or until such time that a new member is appointed to replace the member whose term is expiring. Any vacancy created before the natural termination of a Commissioner's term shall be filled by a member appointed to complete the term of the previous Commissioner.
- b) No person holding another office with the Village of Tinley Park shall be appointed or serve as a Commissioner. The acceptance of another office with the Village shall be treated as a resignation of his or her office as a Commissioner. No person who has been convicted

of a felony under the laws of any state or the United States shall be appointed to the Commission. Anyone appointed as a Commissioner must be a resident of the Village of Tinley Park. Commissioners shall serve without compensation.

- c) Commission members may be removed at the request of the Mayor and approval of the Village Board of Trustees for any cause which, in the opinion of the Mayor and Board of Trustees warrants removal. Vacancies on the Board shall be filled in the same manner as the original appointments.
- d) The Commission shall annually elect one of its members as Chairperson to serve a one (1) year term. Such election shall be held on the first regular meeting after May 1, each year. In the event the elected Chairperson should leave the Commission for any reason, an interim Chairperson shall be elected by the remaining members to complete the unexpired term at the next regular meeting after his or her successor to the Commission is appointed. The Chairman shall be the presiding officer at all meetings.
- e) The Commission may have a Secretary who shall keep the Minutes of all meetings of the Commission in a permanent record book or by electronic means and shall be the custodian of all the forms, papers, books, records and completed examinations of the Commission. The Commission Secretary shall be hired by the Village Clerk's office in accordance with current practice.

CHAPTER I – ADMINISTRATION

SECTION 4 – MEETINGS

- a) Regular meetings of the Commission shall be held on the first and third Monday of each month at 6:00 p.m. unless otherwise fixed at a preceding meeting, or unless otherwise fixed in accordance with the provisions of the Illinois Open Meetings Act, Illinois Compiled Statutes, Chapter 5, 120/1-120/5.
- b) Special meetings may be held at any time on the call of a Commissioner. Special meetings shall be open, notice thereof to be posted forty-eight (48) hours prior to convening. This notice shall contain a brief statement of the business to be submitted for the consideration of the Commission at such special meetings, and shall set forth the time and place of such special meeting, and no other business shall be considered at such special meeting unless by unanimous consent of the Commission.
- c) During any regular or special meeting a closed session may be held upon a proper motion made by any single member of the Commission for the purpose of discussing personnel. Closed sessions may be limited to Commission members and such invited persons as the Commission may deem necessary. The Secretary will record the motion to close the meeting, record the roll call vote of the members on said motion and keep minutes of the

closed session. An audio or video record of each closed session will be maintained by the Secretary of the Commission and, after a minimum of 18 months, shall be disposed of in accordance with the provisions of the Open Meetings Act.

- d) Action taken at any meeting requires a quorum of the Commission be in attendance to become effective. A majority of the members of the Commission shall constitute a quorum.
- e) If a member is unable to be physically present at a meeting of the Commission, that member may attend and participate at a Commission meeting by telephonic or other electronic means provided that a quorum of the Commission's members are physically present at the meeting and vote to approve the attendance of the missing member by way of telephonic or other electronic means. The minutes of the meeting shall reflect, by name, those members of the Commission who are physically present as well as the name of who is attending by telephonic or other electronic means. Notice that a Commission member will be in attendance and participating at a Commission meeting not in person but electronically, shall be provided to the Commission's recording Secretary or the municipal clerk at least 48 hours prior to the scheduled meeting.
- f) Public notice of any regularly scheduled or special meeting shall be held in accordance with the Open Meetings Act.
- g) Agendas of all meetings shall include the order of business at any meeting as follows:
 - 1. CALL TO ORDER
 - 2. APPROVAL FOR MINUTES
 - 3. REVIEW CURRENT BILLS
 - 4. OLD BUSINESS
 - 5. NEW BUSINESS
 - 6. COMMENTS FROM PUBLIC
 - 7. ADJOURNMENT
- h) The parliamentary procedure prescribed in Robert's "Rules of Order" shall be followed as far as applicable.

CHAPTER I – ADMINISTRATION

SECTION 5 - AMENDMENTS

Changes in the Civil Service Commission Rules shall be proposed and may be enacted at any regular meeting or a duly called special meeting. Such changes shall be in accordance with the Illinois Municipal Code, 65 ILCS 5/10-1-1, *et seq*, as amended, or as modified by ordinance. A notice shall be published, in a newspaper of general circulation in the municipality, specifying where such Rules are available for inspection.

CHAPTER I – ADMINISTRATION
SECTION 6 - ANNUAL REPORT AND BUDGET REQUEST

The Commission shall, on or before January 15 of each year, make to the Mayor for transmission to the corporate authorities a report showing the Commission's own action, the rules in force, the practical effects thereof, and any suggestions it may have for the more effectual accomplishment of the goals and purposes of the Commission. This is in accordance with 65 ILCS 5/10-1-21.

Budget requests shall be made in accordance with Board of Trustee guidelines.

CHAPTER I – ADMINISTRATION
SECTION 7 – REGULATIONS

The Commission may adopt regulations or procedures for the administration of its rules, the operation of its office, and the guidance of its members and employees. Such regulations or procedures shall be proposed and enacted at any regular meeting or duly called special meeting.

CHAPTER I – ADMINISTRATION
SECTION 8 – REMOVAL AND ADDITION OF POSITIONS

The Commission has the authority to remove any position from the classified service as requested by the Appointing Authority. The Appointing Authority shall provide the Commission with a description of sufficient detail for any position to be added to the Classified service such that the Commission may determine the correct classification and examinations necessary to include the position in the Classification System.

CHAPTER I – ADMINISTRATION
SECTION 9- RECORDS

The Commission shall maintain its records in accordance with applicant releases, Village policies, state or federal law, and administrative regulations including document preservations of the Local Records authority. Commission records or information contained therein may be released, transferred, disclosed, disseminated, or destroyed only as provided by applicable law. All application and examination records produced on behalf of and transmitted to the Commission by any individual or entity shall become the property of the Commission and shall be retained as required by law. The Secretary shall be responsible for the storage, maintenance and destruction of the Commission's records, in accordance with applicable law.

The Commission's records shall include, but not be limited to:

- Data and documentation regarding the Commission's processes for recruitment, selection, promotion, and discipline of all applicants and employees including the sworn members of the Village's Police Department.
- Data and documentation required to comply with state and federal laws and regulations regarding equal employment, including information categorizing applicants for employment by sex, race and national origin.
- Applications, waivers and releases, educational and military records.
- Recommendations, findings, reports, and results from tests and examinations authorized by the Commission, including medical reports, physical fitness testing results, written examinations results, psychological evaluations, and oral interview ratings. Any medical information regarding an applicant, candidate or employee shall be maintained in separate, secured files in accordance with the Americans with Disabilities Act.
- Findings, reports and recommendations associated with background investigations conducted on behalf by the Village's Police Department or other outside agency.
- Documentation regarding activities and events involving employees subject to disciplinary action.

The Village's Human Resources Department, in concert with the Chief of the Village's Police Department, shall be responsible for maintaining an employee record for each police department employee, separate from the Commission's files.

The Commission shall have access to the Village's employee records when necessary for action on an employee matter.

It is the policy of the Commission to permit access to and copying of public records in accordance with the Illinois Freedom of Information Act, balanced, however, by the limited exceptions recognized in the Act to safeguard individual privacy and the efficient operation of the Commission. The Commission shall appoint the Village's Freedom of Information Officer to ensure that the Commission complies with the Act under the Village's policy.

CHAPTER II - APPLICATIONS

CHAPTER II - APPLICATIONS

SECTION 1 - RESIDENCE

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

All full-time employees shall, as a condition of employment and continued employment, be required to comply with any residency requirement established by the Village Board of Trustees.

CHAPTER II - APPLICATIONS

SECTION 2 – NONDISCRIMINATION

It is the policy of the Commission to be a fair and equal opportunity employer. The Commission, its individual Commissioners, its administrative staff, and its agents shall not in any way discharge, refuse to employ, or discriminate against any person in regard to tenure, terms or conditions of employment, promotional opportunities, training or the like, provided the person is otherwise qualified, on the basis of race, religion, sex, color, creed, marital status, citizenship status, being a victim of domestic or sexual violence, physical or mental disability, age, national origin, ancestry, sexual orientation, pregnancy, military status, unfavorable discharge from military service, genetic information, as well as any other protected classification pursuant to state or federal law.

All applicants, candidates or employees shall be considered only on the basis of qualifications as required by the position being sought or held relative to experience, training, physical fitness, ability, skills, knowledge, and personal characteristics and integrity as a proper representative of the Village.

CHAPTER II - APPLICATIONS

SECTION 3 – FORMS

Applications for position shall be filed upon forms furnished by the Commission, and applicants must comply with all instructions and requirements of these forms. The application must be filed with the Commission prior to taking an examination.

Additional alternative formats for application, if necessary, shall be available to individuals requesting them as an accommodation for a disability.

Every applicant must be of good moral character, of sound health and must be physically able to perform the duties of the position applied for. The burden of establishing these facts rests upon the applicant.

The applicant shall furnish with his or her application a copy of his or her military Service Record and Discharge papers, Social Security Card, Birth Certificate, High School Diploma or G.E.D Certificate, a copy of his or her College or University Degree and, if requested, a copy of a certified transcript of his or her course work from an accredited College or University.

A false statement knowingly made by a person in an application, connivance in any false statement made in any certificate which may accompany such application or complicity in any fraud touching the same, shall be regarded as good cause for exclusion from the examination.

Applicants must comply with the requirements of the application form and process in every respect. The Commission or its designee shall check the submitted application material for completeness. Incomplete or defective applications will not be accepted. Submission of an incomplete or defective application will disqualify any applicant.

CHAPTER II - APPLICATIONS

SECTION 4 – TIME FOR FILING APPLICATIONS

The Commission shall designate the period during which applications will be received for any original entrance to service examination and the location of the place and period during which applicants for any promotional examination shall register.

CHAPTER II - APPLICATIONS

SECTION 5 – APPLICATION FEES

The Commission may charge a fee to cover the costs of the application process as may be established from time to time. Applicable costs will be provided with the notice of the examination.

CHAPTER II - APPLICATIONS

SECTION 6 – AGE

Applicants for original entrance to service examinations may not be less than 18 years of age. Applicants for original entrance to police service may not be less than 21 years of age. The Commission shall prescribe maximum or minimum age limits for examinations where prescribed by law, within its home rule authority, and in accordance with 65 ILCS 5/10-1-1, *et seq.*

Applicants for a position as a police officer shall be under 35 years of age as of the date of the written examination. Applicants for a position as a police officer who are lateral hires from another police department shall not have attained their 40th birthday as of the date of their application. Applicants who have military service or who have previous employment as a police officer in the Village of Tinley shall not be eligible for original appointment if the applicant has attained his or her 40th birthday.

Proof of birth date may be required at the time of application.

CHAPTER II - APPLICATIONS

SECTION 7 – SPECIAL QUALIFICATIONS

In examinations for positions requiring experience, technical, professional or scientific knowledge or when special qualifications are prescribed by laws or ordinances (certifications, licenses, etc.), the Commission may demand satisfactory proof of such special qualifications from the applicant prior to the written examination.

CHAPTER II - APPLICATIONS

SECTION 8 – DISQUALIFICATIONS

The Commission may refuse to examine an applicant or, after examination, to certify him as eligible:

- Who is found to have made a false statement in any application for examination or promotion.
- Who is found to violate any rule, regulation or instruction of the Commission pertaining to an application or examination.
- Who is found lacking in any of the established preliminary requirements for the service for which he applies.
- Who is physically unable to perform the duties of the position to which he seeks appointment.
- Who is addicted to the use of intoxicating beverages or is found to have taken or used drugs and/or narcotics illegally.
- For persons applying for entrance into service examinations or promotion in the police department, who has been convicted of a felony or any misdemeanor, he shall have such conviction considered in determining their habits and moral character.
- Who has been dismissed from public service for cause.
- Whose pre-employment references provide information unsatisfactory for employment with the Village.

- Any applicant deemed disqualified under any of the above shall be notified by the Commission.

Nothing in this section shall be construed as a limitation on the Appointing Authority's right to discharge a probationary employee at or before the expiration of such employee's period of probation. Nor shall anything in this section be construed as a limitation on the Appointing Authority's right to discharge any other employee or right to deny any applicant the position being sought if the Appointing Authority otherwise has such right. If such termination occurs, the Appointing Authority will notify the Commission.

CHAPTER II - APPLICATIONS

SECTION 9– CHANGE OF ADDRESS

It shall be the duty of each applicant to inform the Commission in writing of any change in his or her U.S. Postal Service address, e-mail address or telephone number, so that the Commission may maintain contact with applicants from initial application to final employment disposition. Failure to properly notify the Commission of any change may result in the striking of the applicant's name from the application process or from the eligibility roster.

CHAPTER III - EXAMINATIONS

CHAPTER III - EXAMINATIONS

SECTION 1 – GENERAL INFORMATION

The Civil Service Commission shall prescribe the subject that shall be included in original and promotional examinations. Weights will be assigned to these subjects in order to represent their value in determining a general average. Subjects and the respective weights for all original and promotional examinations shall conform to the schedule prescribed in published notices of examination as provided for in Section 10-1-11 of the Illinois Municipal Code.

The Civil Service Commission may charge an examination fee to applicants taking entrance to service examinations.

The Civil Service Commission may utilize the services of the online or in person methods to administer the entry-level Patrol Officer examinations.

CHAPTER III - EXAMINATIONS

SECTION 2 – NOTICE OF APPLICATION AND EXAMINATION

Entry-level Patrol Officer applicants shall file an application for hire on forms furnished by the Commission. Applicants must provide documentation demonstrating they meet the minimum ~~education~~ requirements for hire and they ~~have fulfilled the requirements of the Illinois Police Training Act~~. Applicants who are eligible to receive military preference points shall provide any military service Records, including discharge papers, with their application to receive such credit.

Examinations for entry-level Patrol Officers may be administered by a third-party vendor, which is subject to change at the Commission's discretion. The vendor may offer multiple testing sites to choose from and offers online examinations from home. Applications for entry-level Patrol Officers will be accepted on an ongoing basis.

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

- ~~a) The time and place where such examination will be held.~~
- ~~b) The location where applications may be obtained and the date by which applications must be returned to the commission.~~
- ~~c) The position to be filled from the resulting eligibility list.~~

~~Notices of the time and place, general scope, subjects, weights and fee of every entrance to service examination shall be given by the Commission by publication two (2) weeks preceding the~~

~~examination. Publication will be in a newspaper of general circulation published in the municipality and/ or on the Village website. Information regarding the time and place, general scope, subjects, weights and fee of every entrance to service examination may also be published on the Village's website or shall be posted in a conspicuous place at Village Hall for two (2) weeks prior to the examination.~~

~~Examinations may be postponed by order of the Commission. The order shall state the reason for the postponement and shall designate a new date for the examination. Applicants shall be notified of the postponement and of the new date set for the examination.~~

CHAPTER III - EXAMINATIONS

SECTION 3 – ORIENTATION AND TESTING OVERVIEW

Applicants may be required to attend an orientation program sponsored by the Commission. When such a requirement exists, the date and location of the orientation program shall be indicated on the application material. In addition, applicants may be required to participate in a physical aptitude test, written and oral examinations as determined by the Commission and as more particularly set forth below. The examination will be practical in character and shall relate to those matters which will fairly test the relative capabilities of the person tested to discharge the duties of the position to which they seek to be appointed. Examination on subjects prescribed may be administered in written and/or oral forms and/or may be administered as an ocular, performance, manual, physical or practical demonstration. No examination shall contain questions regarding applicant's political or religious opinions or affiliations.

Subjects may include, but are not limited to:

- Duties of position
- Educational Tests
- Aptitude Tests
- Practical Tests
- Courtesy Tests
- Discipline Tests
- Knowledge of Civil Government
- Knowledge of Laws and Ordinances
- Knowledge of the Village of Tinley Park
- Physical Agility Tests
- Performance Tests
- Polygraph Tests
- Psychological Tests
- Oral Interviews

The sequence of testing may vary at the discretion of the Commission. Failure to achieve the minimum passing grade on any examination/component disqualifies the applicant from further participation in the testing process. Candidates who fail to achieve a passing grade will be notified and eliminated from all further consideration.

The Commission shall determine the weighting of each component of the testing process and the minimum passing grade for each examination. Except for examination declared to be on a “pass/fail” basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the examination questions to receive a minimum passing grade.

All examination papers shall be and remain the property of the Commission and the grading thereof by the Commission shall be final and conclusive and not subject to review by any other board or tribunal of any kind or description.

CHAPTER III - EXAMINATIONS

SECTION 4 - MINIMUM GRADE AND RATING OF AVERAGES

Except for such examinations or tests that the commission shall declare to be on a “pass/fail” basis, and unless otherwise specified by the Commission, an applicant must correctly answer at least 70% of the questions on each examination correctly. A failure to answer at least 70% of the examination questions correctly shall constitute final disqualification of an applicant. In the event that more than one examination is given, an applicant must answer at least 70% of the examination questions correctly on each examination in order to be eligible to take any successive examinations.

Upon completion of all examinations, the ~~e~~Commission ~~shall prepare a preliminary list update the~~ Eligibility Register of all successful applicants. This ~~list~~ Register shall be determined by adding the number of all of a successful applicant’s correct answers to all of the tests (except pass/fail tests), the resulting total shall be the numerator of a fraction. The denominator of that fraction will be the total number of questions on all tests, except pass/fail tests. The resulting fraction shall be expressed as a percentage, and that number shall be multiplied by 100. The ~~preliminary list~~ Eligibility Register will be a list of all successful applicants listed from ~~high score to low score~~ in date order, once all examinations are successfully completed.

All ratings performed by the Commission and/or its designee/agent shall be final and conclusive and not subject to review by any other board, court or tribunal of any kind or description.

The eligibility register will be ongoing.

CHAPTER III - EXAMINATIONS

SECTION 5 - ORIGINAL APPOINTMENT INITIAL ELIGIBILITY REGISTERS

Except as otherwise provided by law or in these rules, eligibility registers will be compiled from the scores computed according to Section 4 of this rule. The names of eligible applicants shall be entered upon registers in the order listed above. Whenever two or more eligible applicants shall have the same general average, priority in time of filing of applications shall determine the respective standing.

Within sixty (60) days after the completion of any required orientation and any initial written examination, ~~an initial~~ the ~~e-Eligibility list Register~~ shall be updated and posted by the Commission, which shall show the final grade of the candidates in order of excellence and subject to claim for military credit or any permitted preference points. ~~Candidates Applicants~~ who are eligible ~~for to receive~~ military ~~credit or~~ preference points shall ~~make a claim in writing within ten (10) days after posting of the eligibility list register or such claim shall be deemed waived. provide any military service records, including discharge papers, with their application to receive such credit.~~

The Eligibility Register shall be maintained on a continuous basis unless the Commission determines that it is not necessary to maintain the same. Applications will be accepted on an ongoing basis, until further notice.

CHAPTER III - EXAMINATIONS

SECTION 6 - ORIGINAL APPOINTMENT FINAL ELIGIBILITY REGISTERS

A Final ~~e-Eligibility Register~~s will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference points. A Final ~~e-Eligibility Register~~ shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

~~The Commission may, at its discretion create an "Intermediate Eligibility Register" which shall rank applicants in order of excellence based on all applicants' initial written examination scores combined with any timely claims for military credit or permitted preference points. The Commission may use the Intermediate Eligibility Register to determine the order in which it will permit applicants to participate in continued testing or oral interviews. The Commission may select applicants individually or select any number of applicants to continue the evaluation process. The number of applicants to be advanced to an Intermediate Eligibility Register shall be determined at the discretion of the Commission.~~

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been

provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER III - EXAMINATIONS

SECTION 7 - ORIGINAL APPOINTMENT REQUESTS FOR CERTIFICATION OF ELIGIBLE APPLICANT

Requests for certification of eligibles to fill position vacancies shall be made in writing by the Appointing Authority to the Commission. Such written requests shall specify title, class grade, general duties and rate for pay for the position. When vacancies are to be filled from the ~~e~~Eligibility ~~R~~Register, the Commission will certify the name(s) of the individual(s) standing highest on the ~~R~~Register for the class grade to which the position belongs.

Any applicant selected for a position in the classified service shall undergo a medical and physical (including mental) examination by a medical examiner appointed by the Commission at the time the applicant is certified to fill a vacancy. Final certification shall be conditioned on the satisfactory results of all medical and physical examinations. Certification shall be withdrawn where the examination reveals that the applicants suffers from a condition which would render him or her unable to perform the essential functions of the position for which they were certified, even with reasonable accommodation, or where the applicant poses a direct threat to his or her own health or safety or the health or safety of other Village employees.

Where the results of any medical or physical (including mental) examination are not conclusively satisfactory, the Commission, in its sole discretion, may request additional documentation or testing.

CHAPTER III - EXAMINATIONS

SECTION 8 - ORIGINAL APPOINTMENT NOTICE OF CERTIFICATION

A written notice of certification will be sent to the eligible ~~applicants~~ to be certified for employment. The written notice will be sent by electronic mail to the email address on file with the Village. Should the email be returned undeliverable, or the Commission fails to receive any acknowledgement of the email from the eligible applicant within fourteen (14) days, a written notice of certification will be mailed by first class mail to the last known mailing address on file for the eligible applicant. Should the eligible applicant fail to respond within thirty (30) days, his or her name may be stricken from the ~~e~~Eligibility ~~roster~~ Register and the Commission shall certify the next eligible name to the appointing authority.

CHAPTER III - EXAMINATIONS

SECTION 9 – ORIGINAL APPOINTMENT EXPIRATION OF ELIGIBILITY REGISTERS

The Commission may strike off all names from any original appointment register after the names have remained thereon for two (2) years and one (1) day. The Commission shall strike off all names of applicants from promotional registers after they have remained thereon for three (3) years.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the applicants were subject to additional testing or oral interviews such that the Commission utilized an Intermediate Eligibility List, the Commission, in its sole discretion may determine that any number of applicants remaining on the Intermediate Eligibility List shall be eligible for additional testing or oral interviews and placement on the Final Eligibility Register.

In the event a Final Eligibility Register is nearing exhaustion before the expiration dates above, and the Commission did not elect to use an Intermediate Eligibility List, the Commission may, in its sole discretion commence the application and testing process before exhausting a Final Eligibility List provided that doing so will not create confusion among applicants.

CHAPTER III - EXAMINATIONS

SECTION 10 – CERTIFICATION FROM MORE THAN ONE REGISTER

Employees who leave a position to accept employment by certification from another ~~e~~Eligibility Register within Tinley Park, will be conclusively deemed to have separated themselves from their former position. Employees may be reinstated within six (6) months to a vacancy in the class of service from which they have been separated with the consent of the Commission, the Appointing Authority and with the approval of the Department Head concerned. When an employee accepts certification to a higher position, in which the duties are temporary, the employee may be reinstated to the former position without loss of seniority when the higher temporary duty has been completed, but only with the consent of the Commission and the Appointing Authority and if an opening in the former position exists. When an employee accepts an appointed position or a non-classified position outside of the Commission, the employee shall relinquish his or her status in the classified service and the employee shall not be reinstated to their former position.

CHAPTER III - EXAMINATIONS

SECTION 11 – PROBATIONARY PERIOD FOR ALL POSITIONS

Original appointment to positions in the Classified Service shall be for a probationary period of twelve (12) months. Time served on probation, whether continuous or not, shall be credited upon the period of probation. Time spent attending training schools and seminars shall be excluded in calculating the probationary period.

CHAPTER III - EXAMINATIONS

SECTION 12– NON-POLICE PROMOTIONAL EXAMINATIONS

Promotion for members of the Classified Service for all positions other than sworn police department personnel will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. The Commission shall also designate an appropriate award for seniority of service for those to be examined for promotion.

No person, regardless of seniority, merit or efficiency ratings, shall be entered upon a promotion list or register whose score is less than 70% (or who does not otherwise pass) on each of the prescribed subjects in the examination required by the Commission (not including seniority and merit and efficiency points). The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER III - EXAMINATIONS

SECTION 13– NON-POLICE PROMOTIONAL SENIORITY CREDIT

Credit for seniority will be given for continuous service in the class of positions from which promotion is sought. Credit for seniority will also be given for actual service in a higher class of position in a similar line of duty to which the applicant has temporarily been assigned from the class of positions from which promotion is sought. Seniority shall be computed as of the date service commences. The marking to be entered for seniority in service shall be obtained by, one point for each year of service up to a maximum of 5 points.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 1 – GENERAL INFORMATION

The Commission shall give public notice of its intent to create a list of eligible candidates for appointment to the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers published in the Village of Tinley Park; in one or more newspapers with a general circulation within the Village of Tinley Park; and/or on any law enforcement website with an applicable recruiting or hiring section; and/or regional colleges and universities; and/or the Village of Tinley Park's website. Notice of the examination may also be announced through other means as the Commission may prescribe, such as police service websites, regional colleges/universities, or job placement offices or websites.

All notices shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created, including a separate Lateral Transfer hiring list.
- Where applications can be obtained and the deadline for submission of the application.
- The time and place where the orientation meeting and examinations will be held, if applicable.
- The applicable fees to be charged to cover examination costs.

In addition to the information above, the notice on the Village's website shall also contain information regarding the general scope of the testing process, weights of components, merit criteria for any subjective component, and any preference points.

Examinations may be postponed in accordance with Chapter III, Section 2, above.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 2 – ELIGIBILITY REQUIREMENTS

Applicants for an entry-level position in the Tinley Park Police Department must meet the following criteria for submission of an application:

- A. Citizenship and Residency - Applicants must be citizens of the United States of America. Proof of citizenship will be required at time of application. Sworn personnel of the Tinley Park Police Department shall not be required to be residents of the Village of Tinley Park.
- B. Age - Applicants must be at least twenty-one (21) years of age and shall be under thirty-five (35) years of age, unless the applicant falls under one of the following exceptions to the maximum hiring age:
 - 1. Any person previously employed as a part-time police officer in the Village of Tinley Park Police Department; or

2. Any person who is a veteran, shall be allowed to exceed the maximum age provision by the number of years served on active military duty, but shall be no older than forty (40) years of age.

Determining age for employment eligibility shall be calculated as of the applicants age on the date of the written exam. Proof of birth date will be required at time of application.

- C. Education - Applicants must be a high school graduate or equivalent at the time of hire. Furthermore, applicants must have completed at least sixty (60) credit hours at an accredited college or university at the time of application and hold a Bachelor's degree in any discipline from an accredited college or university at the time of appointment. Original, official transcripts from college or university will be required as proof of higher education.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 3 – APPLICATIONS

Applicants for full-time positions with the Police Department shall make application on forms approved by the Commission. Applicants must file their application with the required documents with the Commission or its agent(s) prior to deadlines set by the Commission and before taking any examination. Applications and required documentation received after the application deadline will not be accepted.

Applicants shall furnish with their applications:

- A copy of their "birth record" as proof of citizenship and age. Applicants may submit copies of a U.S. county or state issued birth record, valid U.S. passport, or naturalization papers, as their birth record. Hospital-issued birth certificates will not be accepted.
- A copy of their high school diploma. The Commission will also accept a copy of the applicants' high school transcript (showing graduation date) or evidence of a G.E.D. equivalence diploma. In cases of applicants who were educated outside the United States, appropriate documentation of a high school level diploma shall be determined on a case by case basis.
- A copy of their original, official transcript from an accredited college or university. At the time of application, the transcript must reflect completion of sixty (60) credit hours.
- A copy of their valid driver's license, including the back side if license bears renewal sticker.

- A. Releases- All applicants shall execute and deliver to the Commission or its agents on the Commission's forms a signed release of all liability prior to participating in the application and examination process and authorizing and empowering the Commission and its agents to conduct a background investigation of the applicant.
- B. Defective applications- As stated in Chapter II, Section 3 above, applicants must comply with the requirements of the application form in every respect. At the Commission's discretion, applicants may be requested to provide additional information or documentation for correction or clarification of minor omissions or deficiencies in their application. Nothing in this section shall require or obligate the Commission to seek such additional documentation. Failure to provide information or documents may be cause for refusing to further consider the applicant.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 4 – MANDATORY ORIENTATION

Applicants for non-Police positions may be required to attend an orientation program sponsored by the Commission. Applicants for full-time positions with the Police Department must attend a mandatory orientation session prior to testing. The Commission or its agents shall explain the testing process and provide orientation information to familiarize applicants to the process and the position for which they are applying. Failure to attend the mandatory orientation session prior to testing will result in the applicant being prohibited from sitting for the written examination or having his or her name removed from the initial eligibility register.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 5 – PHYSICAL FITNESS REQUIREMENT

Applicants are required to undergo an examination of their physical ability to perform the essential functions of the patrol officer job in the Tinley Park Police Department. The Commission may require proof of a positive evaluation on the Peace Officer Wellness Evaluation Report (POWER) test for purposes of testing physical fitness.

When the Commission requires applicants must provide a copy of their current and valid POWER test certification card it must have been issued to the applicant within the six (6) months immediately preceding the mandatory orientation date. The Commission shall accept a valid POWER test certification card from any authorized testing authority. Any costs associated with acquiring a current and valid POWER test certification will be at the expense of the applicants.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 6 – TESTING AND ORAL INTERVIEWS

All written examinations shall be administered in a uniform manner ensuring the security and accuracy of scores achieved. Written examinations shall be scored in accordance with Chapter III, Section 4.

The Commission shall include an oral examination component for all applicants for original appointment to the Tinley Park Police Department. The Commission shall identify a specific number of candidates (the number to be determined at the discretion of the Commission and announced at orientation) to interview from the ~~Initial~~ Eligibility List in order to create a Final Eligibility register. Candidates who successfully pass the oral examination, as well as the writing assessment (if given), shall be included on the Final Eligibility Register.

At least three (3) individuals, designated by the Commission with input from the Chief of Police, shall participate in the oral examination of police officer candidates. Upon completion of each oral examination, the interviewers will independently rate the candidate's ability and fitness for the position of police officer on a standard scoring sheet. The Commission or its designate agent shall add up the interviewers' individual scoring sheets to determine a combined average oral examination score for each candidate.

The writing assessment (if given during an oral examination) shall be job-related and scored by the Commission or its agent. In testing processes where the writing assessment is given, it will be added to final oral interview score in a proportion determined by the Board and announced at the time of the notice of examination.

Candidates who fail to successfully complete the oral examination and/or the writing assessment (if given during an oral examination) will be notified in writing and eliminated from all further consideration.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT

SECTION 7 – EXPERIENCE PREFERENCE POINTS

Candidates who are current full-time police officers, working for another certified law enforcement agency, having completed any period of probationary status, shall be eligible for five (5) Experience Preference Points. Candidates who have worked two (2) years as a part-time Patrol Officer with the Village of Tinley Park shall be eligible for five (5) Experience Preference points. Candidates who are eligible for preference points and military credit must make a claim in writing within ten (10) days after the posting of the initial or preliminary eligibility register or such claim shall be waived. Such request shall be made with proof of claimed prior employment attached as written documentation. Such documentation shall include contact information by which the Commission may verify said prior employment prior to awarding Experience Preference points.

Candidates who are eligible for Experience Preference points shall comply with all age requirements as identified in Chapter II, Section 6.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 8 – FINAL ELIGIBILITY REGISTER

A Final ~~e~~Eligibility ~~r~~Registers will include a candidate's total cumulative score on all applicable examinations and shall include a candidate's request for military credit or any permitted preference points. Final eligibility registers shall rank candidates in order of excellence with the highest scoring candidate ranked first and each candidate placed on the list in descending order of their cumulative score including military credit or any permitted preference points.

A dated copy of the Final Eligibility Register shall be posted at the Tinley Park Village Hall and sent to each person whose name appears thereon by electronic mail or, where no email has been provided or the Commission receives a return notice from its attempt to deliver the list via electronic mail, by First Class Mail through the U.S. Postal Service.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 9 – BACKGROUND INVESTIGATION

The Commission requires an in-depth character and background investigation to be completed after a conditional offer of employment. The Investigation shall be graded on a pass/fail basis. The Investigation may include a verification of the candidate's qualifications and credentials, work record, criminal conviction history, and/or the verification of personal references.

CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE DEPARTMENT SECTION 10 – WAIVER OF CERTIFICATION

A person certified to a position must report to the Appointing Authority within five (5) days from the date of certification. Failure to report will result in removal of the individual's name from the eligible register and automatic revocation of the certification.

The Commission may permit an eligible candidate to waive certification if the Commission is notified by the individual within five (5) days of the date of certification. If the waiver is approved by the Commission, the name of the eligible candidate will not be certified again until the waiver has been withdrawn by the eligible candidate, in writing, to the Commission, or ceases to be in effect due to the passage of time. Waivers shall not be permitted for a period of more than six (6) months. If a waiver is not withdrawn within six (6) months from the date of approval, the waiver shall cease to be in effect and the individual's name will be reinstated in its proper place on the eligible register. When an eligible candidate enters military or naval service of the United States or is holding an

existing position in the Classified Service of Tinley Park and waives certification for that reason, such waiver may stand during the life of the register, unless withdrawn. Eligible candidates will be allowed to request a waiver of certification only once.

**CHAPTER IV – ORIGINAL APPOINTMENTS TO THE POLICE
DEPARTMENT
SECTION 11 – LATERAL TRANSFER HIRE LIST**

When deemed appropriate, the Commission may elect to conduct a lateral transfer entry-level police officer examination process by creating and maintaining a Lateral Transfer Hire List. All persons who have been awarded a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ~~and who have been employed as a full-time police officer for at least two (2) years in another law enforcement agency~~ shall be eligible for placement on a Lateral Transfer Hire List. The List shall be maintained on a continuous basis unless the Commission determines that it is not necessary to maintain the same. When the Commission elects to accept applications for Lateral Transfer Hire List, it will post a notice announcing the application process, as well as the methods for completing the same.

Lateral Transfer applicants shall file an application for hire on forms furnished by the Commission. Lateral Hire applicants must provide documentation demonstrating they meet the minimum education requirements for hire, they have fulfilled the requirements of the Illinois Police Training Act, and applicants shall demonstrate that their current or previous job duties are consistent with those of a Police Officer. Lateral Transfer applicants who are eligible to receive military preference points shall provide any military service Records, including discharge papers, with their application to receive such credit. Lateral Transfer applicants are subject to the same age restrictions in hiring as stated in Section 2(b) above.

Lateral Transfer applicants who meet the aforementioned criteria shall not be required to attend an orientation session or take a written examination in order to be placed on the Lateral Transfer Hire List for an entry level position. Regardless of a Lateral Transfer applicant's work experience, all Lateral Transfer applicants shall be considered only for entry level employment without retention of seniority or credit for salary based on seniority. Any service credit for retirement purposes shall be calculated in accordance with Illinois pension law (40 ILCS 5/3 *et seq*).

The Lateral Transfer applications shall be accepted on an ongoing basis, the Commission shall place applicants on the Lateral Transfer Hire List in the order in which the applications have been received. The Lateral Transfer hire list shall be posted at Village Hall and in electronic form on the Village website. The Commission may elect to provide all Lateral Transfer hire applicants with a copy of the Lateral Transfer Hire List as it is updated but shall not be required to do so. Lateral Transfer applicants who have provided evidence of military experience shall have their relative position adjusted with the addition of a preference in selection whereby a Lateral Transfer applicant shall advance one position on the Lateral Transfer Hire List. Lateral Transfer applicants with

military experience shall be advanced by one position starting with the applicant who was soonest in time in submitting an application and continuing in descending time order. As the list is updated with new candidates and/or new rankings, a copy of the Lateral Transfer Hire List shall be posted at Village Hall and in electronic form on the Village website. When a candidate is hired from or stricken from the Lateral Transfer Hire List, an updated list shall be posted at Village Hall and on the Village website.

Upon the request of the Chief of Police and with the approval of the Commission, the hiring of an applicant from the Lateral Transfer Hire List shall commence as follows:

1. The applicant will be notified that the Commission is beginning the hiring process and requires the applicant to submit to the background investigation identified in Section 9 above. Should the applicant decline to authorize a background investigation their name shall be removed from the Lateral Transfer Hire List and he or she shall be eliminated from further consideration.
2. Upon successful completion of a background investigation, the Lateral Transfer Hire applicant shall be notified that they shall participate in an Oral Interview. The Lateral Transfer Oral Interview shall be conducted by the Chief of Police, or his designee, and scheduling of the Lateral Transfer applicant's Oral Interview shall be conducted through the Police Department. Upon completion of the Lateral Transfer Oral Interview, the Chief of Police, or his designee, shall notify the Commission of whether the Later Transfer applicant passed the Oral Interview.
3. Upon successful completion of both the background investigation and Oral Interview, Later Transfer applicants shall complete all additional requirements before a final offer of employment may be made. These additional requirements shall include demonstrating successful completion of the physical agility test, polygraph examination, psychological evaluation, medical examination, vision screening and drug screening, and any other examinations or screenings designated by the Commission at the time it provides notice of initiating a Lateral Transfer Hiring List.

The Commission, with input from the Chief of Police and/or Appointing Authority, shall certify eligible applicants from either the Lateral Transfer Hire list and/or the Initial Appointment Eligibility Register in any order which, in the Commission's sole discretion, maximizes the Village's hiring capacity vis-à-vis training academy availability to reduce vacancies within the police department, or based on any criteria deemed appropriate by the Commission.

The Commission may strike off all names from any Lateral Transfer Hire List after the names have remained thereon for two (2) years and one (1) day. The Commission shall strike off all names of applicants from the Lateral Transfer Hire List after they have remained thereon for three (3) years.

CHAPTER V – PROMOTIONAL
APPOINTMENTS IN THE POLICE
DEPARTMENT

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT

SECTION 1 – METHOD OF PROMOTION

Promotion for members of the Classified Service for sworn police department personnel positions will be accomplished by competitive examinations which will include subjects and weights provided for in these rules or as the Commission may prescribe in addition thereto. The Commission shall investigate the merit and efficiency in service of individuals presenting themselves for promotion examinations. Merit and efficiency shall be assigned appropriate weights and rated on a scale of 100. All candidates for promotion (placement on the promotional eligibility list) shall first take a written competitive examination approved by the commission. Any person, regardless of seniority, merit, or efficiency ratings, whose score is less than 70% on each and every examination, assessment, test or evaluation which results in a numerical score shall not be eligible for promotion. The weight to be given to each component of the testing process (including seniority and merit or efficiency ratings) shall be determined in writing by the Commission prior to the commencement of the promotional examination process. Once scoring is completed, persons will be placed on the promotion list or register in accordance with their scores. If 2 or more applicants achieve the identical final score, they shall be placed on the promotional eligible register in their order of seniority in the position from which they seek promotion.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT

SECTION 2 – NOTICE OF EXAMINATION

The Commission shall provide written notice to all sworn members of the Police Department of its intent to create a list of eligible candidates for promotion. Such notice shall be provided to the sworn members through an announcement distributed by memorandum or e-mail.

Unless waived in writing by all members of the Police Department for which the promotional examination is to be given, the Commission shall give public notice of its intent to create a list of eligible candidates for promotion in the Police Department by a publication at least two (2) weeks preceding the examination in one or more newspapers with a general circulation within the Village of Tinley Park; or the Village of Tinley Park's website.

The notice shall contain the following information:

- A statement of the position or positions for which an eligibility list is to be created.
- The deadline for signing up to participate in the promotional testing.
- The time and place where the orientation meeting and examinations will be held.

Examinations may be postponed by order of the Commission. The order shall state the reason for the postponement and shall designate a new date for the examination. Candidates shall be notified of the postponement and of the new date set for the examination.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 3 – ELIGIBILITY FOR PROMOTION

Examinations for promotion shall be competitive among such members of the next lower rank as desire to submit themselves for examination, as long as they have at least five (5) years of experience in their current rank with the Village of Tinley Park.

Should only one eligible candidate register for the examination or should all eligible candidates fail to pass the examination, the Commission may hold an entrance to service examination to fill the position.

No person shall be eligible for promotion unless the position in which he or she is actually employed as a sworn member of the police department at the time of the examination. If, however, an employee is on leave of absence from the class of service from which the promotional examination is to be given -- and is eligible to return to service--or is temporarily employed in a higher class position on a similar service while holding a rating in the class of service from which promotional examination will be given, the employee will considered eligible.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 4 – SENIORITY

With regard to sworn police officers, credit for seniority will be given at the rate of 1 point for 5 years of continuous service; an additional 1 point for 8 years of continuous service; an additional 1 point for 12 years of continuous service; and, an additional 2 points for 16 years of continuous service as a police officer in the Village up to a maximum total of five (5) points.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 5 – MERIT/EFFICIENCY POINTS

Records of merit or efficiency of patrol officers shall be developed by the Commission from reports or ratings submitted by the Chief of Police and/or from investigations made by the Commission. The Commission may, by written order in its minutes or in its rules, prescribe subjects or factors to be used in determining merit or efficiency ratings. Weights may be assigned to such subjects and factors in order to fairly reflect their relative values prior to the commencement of the promotional examination process. Merit and efficiency shall be rated on a scale of 100. Records of merit or efficiency ratings are not subject to publication or disclosure to any or all promotional candidates.

CHAPTER V – PROMOTIONAL APPOINTMENTS IN THE POLICE DEPARTMENT
SECTION 6 – MILITARY PREFERENCE POINTS

In promotion examinations, all persons who were engaged in the naval or military service of the United States during the years specified in Section 10-1-16 of the Illinois Municipal Code, who have been placed on the promotion eligibility register, shall be given such preferences as provided by law or ordinance. No person shall receive preference for a promotional appointment after receiving one promotion from an eligibility register on which he or she was allowed military preference points. Proof of military or naval service by virtue of which an eligible is entitled to claim preference in promotion examinations shall be furnished by the eligible to the Commission. Unless such proof is made, no preference will be accorded. The credit allowed by the Civil Service Act for military or naval service shall be added to the final grade average of the persons entitled to same whose names shall appear upon promotion eligibility registers.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 1 – HEARING AUTHORITY

Where an employee engages in misconduct such that the Appointing Authority determines that discipline or discharge is warranted, the Appointing Authority shall have the authority to enact any such discipline or discharge against any employee hired through the provisions of the classified civil service of the Village subject to the provisions below.

The Commission shall have the authority to conduct a due process hearing in discipline or discharge matters involving non-probationary employees. Except as hereinafter provided in this Section, no employee in the classified civil service of the Village who is appointed under these rules and after examination, may be removed or discharged, or suspended for a period of more than 30 days, except for cause, upon written charges provided to the employee and the Commission and after an opportunity to be heard in his own defense. The Appointing Authority, shall, upon determining that a suspension greater than 30 days or a discharge is warranted, file with the Commission a declaration of such, providing the name of the employee, the date of discipline or discharge and a preliminary statement of charges against the employee. Upon receipt of such statement from the Appointing Authority, the Commission shall set the matter for a due process hearing which shall not be less than ten (10) days nor more than thirty (30) after the receipt of such statement by the Commission. The Appointing Authority may immediately administratively separate or suspend the employee from the Village subject to any reinstatement by the Commission.

The Chief of the Police shall have the right to suspend any officer under his command for a period not to exceed five (5) days, providing no charges on the same offense have been filed and are pending before the Commission, and he shall promptly notify the Commission in writing of such suspension. Any policeman so suspended may appeal to the Commission for a review of the suspension within five (5) days after receiving notice of such suspension by filing notice of such appeal in writing with the Secretary of the Civil Service Commission. A hearing shall be had upon such appeal, and due notice given to the Chief of the Department who suspended such Officer, and to the Officer so suspended. The burden of establishing that a suspension is unwarranted shall be upon the individual bringing the appeal. Where a collective bargaining agreement delineates an alternative method of due process, and that method is chosen by the officer or employee, the Commission will no longer have any authority to conduct a due process hearing as to that employee. The employee shall be without recourse to the Commission hearing process once he or she elects the alternative method.

Any employee or officer suspended for more than five (5) days, or suspended within six (6) months after a previous suspension, shall be entitled to appeal the shorter suspension by hearing before the Civil Service Commission concerning the propriety of such suspension. However, the employee, or officer, must register his or her request to appeal such a suspension by notifying the Civil Service Commission in writing within seventy-two (72) hours' time of the employee receiving notice of such a suspension, by filing written request to appeal such suspension with the office of the

secretary of the Civil Service Commission. The Village may refute the employee's right to appeal such a suspension by demonstrating the employee failed to file his or her appeal within the above time period.

Probationary employees may be summarily dismissed by the Appointing Authority without recourse through the hearing process identified in this Chapter VI.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 2 – HEARINGS IN GENERAL

Where the Commission has jurisdiction, the Commission shall conduct a fair and impartial administrative hearing of charges brought against any employee in a quasi-adjudicative role. Hearings before the Commission are not common law proceedings, and the provisions of the Illinois Code of Civil Procedure do not apply to hearings before the Commission.

All hearings shall be public, in accordance with the Illinois Open Meetings Act.

Parties to the proceedings may be represented by counsel, if they so desire. "Counsel" as used herein, means an individual who has been admitted to the bar as an attorney-at law in the State of Illinois.

All proceedings during a hearing before the Commission shall be recorded by a court reporter employed by the Commission.

All witnesses shall be sworn prior to testifying.

"Cause" is some substantial shortcoming which renders continuance in employment in some way detrimental to the discipline and efficiency of the public service and something which the law and sound public opinion recognize as cause for an employee to no longer occupying his or her position. The right to determine what constitutes cause is in the Commission.

The Commission may determine to first hear the witnesses substantiating the charges which have been made against the respondent or it may determine those witnesses in support of an appeal brought by a suspended employee shall be heard first. Thereafter the other party may present and examine those witnesses whom he desires the Commission to hear. All parties shall have the right to cross-examine witnesses presented by the opposite party.

The matter will be decided by the Commission solely on the evidence presented at the hearing. No rehearing, reconsideration, modification, vacation, or alteration of a decision of the Commission shall be allowed. The provisions of the Illinois Administrative Review Law shall apply to and govern all proceedings for the judicial review of final administrative decisions of the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE
SECTION 3 – HEARING PROCEDURE

- a) **Complaints:** Upon the setting of a hearing date by the Commission, the Village shall provide the Commission and the employee with a written complaint containing a statement of charges and a copy of relevant evidence or exhibits. Such documents shall be filed in quintuple, setting forth a plain and concise statement of the facts upon which the complaint is based. An additional copy shall be served on the appealing employee and his or her counsel. The written complaint including the relevant evidence or exhibits shall be filed with the Commission and served on the employee at least six (6) days prior to the hearing.
- b) **Probable Cause:** The Commission shall have the right to determine whether there is or is not probable cause for hearing a complaint and may conduct such informal hearings as may be necessary for such purpose.
- c) **Notification of Hearing:** The Secretary of the Commission shall notify both the complainant and the respondent, either by registered or certified mail, return receipt requested, e-mail or personally, of the time and place of the hearing of the charges.
- d) **Continuances:** The matter of granting or refusing to grant a continuance of a hearing is within the discretion of the Commission.
- e) **Stipulations:** Parties may, on their own behalf, or by Counsel, stipulate and agree in writing, or on the record, as to evidenced guilt. The facts so stipulated shall be considered as evidence in the proceeding.

In the event a respondent has been suspended pending a hearing and desires a continuance, it shall also be stipulated and agreed that in the event said respondent is to be retained in his position as a result of a decision of the Commission following a hearing of the cause, then no compensation shall be paid to said respondent during the period of said continuance.

- f) **Sufficiency of Charges-Objections to:** Motions or objections to the sufficiency of written charges must be filed or made prior to or at the hearing before the Commission.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE
SECTION 4 – SUBPOENAS

Any party to an administrative hearing may, at any time before the hearing, make application to the Commission by filing with it a written request for subpoenas for any individual to appear for a hearing or have them produce books, papers, records, accounts and other documents as may be deemed by the Commission to be relevant to the hearing. On the filing of such application,

subpoenas will be issued for the named persons. Subpoenas may be served by any person 21 years of age or older designated by the party requesting the subpoenas. Application for subpoenas should contain the names and addresses of the individuals to be subpoenaed, and the identity of any documents which they are to produce. Subpoenas will not be issued for anyone residing outside of the State of Illinois

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 5 – WITNESSES

All witnesses shall be required to take an oath to be administered by any member of the Commission or the Hearing Officer, if one be appointed by the Commission, before being examined. The Commission or the Hearing Officer, if one be appointed by the Commission, the prosecuting attorney, the accused, or the accused's attorney may examine all witnesses. All fees for the attendance of witnesses and for reimbursement for mileage shall be as provided for in subpoenas issued by the Circuit Court of Cook County.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 6 – FINDING & DECISION

The finding and decision of the Civil Service Commission or Hearing Officer, when approved by the Commission, shall be entered on the record of the Civil Service Commission and shall be certified to the Appointing Authority, and shall forthwith be enforced by that officer. Notice of the finding and decision of the Commission shall also be sent to the officer or employee involved in the hearing.

CHAPTER VI – HEARINGS FOR DISCIPLINE AND DISCHARGE

SECTION 7 – REMOVAL FOR PHYSICAL OR MENTAL DISABILITY

Whenever the head of a department shall deem it to be necessary to protect the interests of the service, he or she may require any officer or employee holding a position in the Classified Service and in his or her department, to submit to a physical examination by any licensed physician designated by the Commission for the purpose of determining his or her physical or mental fitness to perform his or her duties. Said examination shall be provided without cost to the officer or employee.

The Commission shall determine from the physician's report and from consultation with the officer or employee whether the officer or employee is an otherwise qualified individual with a disability as provided in the Americans with Disabilities Act of 1990, *as amended*. The Commission will also determine whether a reasonable accommodation is required under the ADA. As part of this determination, the Commission will determine whether transfer to a vacant position would

constitute a reasonable accommodation. If the Commission determines that the officer or employee is not a qualified individual with a disability because the individual cannot with reasonable accommodation perform the essential functions of the position which is held, the Secretary of the Commission shall prepare charges against the officer or employee and the Commission shall then proceed in accordance with these rules.

CHAPTER VII – CHANGES AFTER EMPLOYMENT

CHAPTER VII - CHANGES AFTER EMPLOYMENT

SECTION 1 – TRANSFERS

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position within a department to another position in the same department if they are of the same classification. The Civil Service Commission will be notified of all such transfers.

Department heads, with the approval of the Appointing Authority, may affect the transfer of employees in the classified service from one position of the same class in one department to another position of the same class in another department only after approval by the Civil Service Commission.

The Appointing Authority, may affect the transfer of an employee in the classified service to a position outside of the Classified service provided the employee is made aware that such a transfer shall cause the employee to relinquish any ability to appeal a suspension or termination through the Commission as outlined in Chapter VI above.

Transfers may not be affected in order to avoid the lay-off of an employee.

Transfers may not be affected when the examination upon which the appointment of the employee was based differs in character from the test applicable to the position to which the employee is to be transferred.

CHAPTER VII - CHANGES AFTER EMPLOYMENT

SECTION 2 – LEAVES OF ABSENCE

Family and medical leaves and military leaves shall be granted by the Commission in accordance with the applicable provisions of all Federal, State and Municipal laws. Employees may be required to provide notice of or complete an application for any such leaves. The Appointing Authority, or his or her designee, shall manage and maintain such leave programs and shall inform and continue to update the Commission of any absences by any member of the Classified service. If a Leave of Absence is granted by the Commission during a probationary period, such probationary period shall be tolled until the probationary employee returns from his leave of absence.

CHAPTER VII – CHANGES AFTER EMPLOYMENT

SECTION 3 – LAYOFFS, NON-POLICE PERSONNEL

Whenever it becomes necessary to reduce employment in any department other than the police department due to a lack of work, lack of funds, or for other valid reasons, the following will apply:

- a) The last employee certified to the class of position in which a reduction in force is to be made will be the first employee to be laid off.
- b) Employees laid off because of a reduction in force will have their names placed on a reinstatement roster for the class of position where the force reduction was made. When employment is increased, employees will be reinstated to service in order of seniority in that class and position. Failure to accept reinstatement after notification by the Appointing Authority within a reasonable time limit, not to exceed thirty (30) days, will result in that employee's name being removed from the reinstatement roster.
- c) Employees laid off due to reduction in force may displace an employee with less seniority in the classified service in a position of a lower classification, if the laid off employee has previously passed the examination applicable to that position

CHAPTER VII – CHANGES AFTER EMPLOYMENT

SECTION 4 – LAYOFFS, POLICE PERSONNEL

Unless otherwise provided in any collective bargaining agreement, when the force of the police department is reduced, seniority shall prevail, and the officers and members so reduced in rank or removed from the service of the police department shall be considered furloughed without pay from the positions from which they were reduced or removed.

Any such reductions and removals shall be in strict compliance with seniority and in no event shall any officer or member be reduced more than one rank in a reduction in force. Officers and members with the least seniority in the position to be reduced shall be reduced to the next lower rated position. For purposes of determining which officers and members will be reduced in rank, seniority shall be determined by adding the time spent at the rank or position from which the officer or member is to be reduced and the time spent at any higher rank or position in the department. For purposes of determining which officers or members in the lowest rank or position shall be removed from the department in the event of a layoff, length of service in the department shall be the basis for determining seniority, with the least senior such officer or member being the first so removed and laid off. Such officers or members laid off shall have their names placed on an appropriate re-employment list in the reverse order of dates of layoff.

If any officers or members are reinstated, they shall be notified by registered mail, email or personal notice of such reinstatement of positions and shall have prior right to such positions if otherwise qualified. In all cases seniority shall prevail. Written confirmation and acceptance of such reinstatement to a position must be made by the furloughed person within thirty (30) days after notification as above provided. Such person may be required to submit to examination by physicians of both the Commission and the appropriate pension board to determine fitness for duty.

CHAPTER VII – CHANGES AFTER EMPLOYMENT
SECTION 5 – RESIGNATION AND RETIREMENT

Upon the resignation or retirement of an employee from the classified service, the employee shall indicate such resignation or retirement in writing. A copy of the resignation or retirement document shall be filed with the Civil Service Commission by the Appointing Authority. All resignations and retirements, whether oral or written, will be considered to be final when received.



Interoffice Memo

Date: December 26, 2024
To: Village Board
From: John Urbanski, Public Works Director
Subject: Water and Sewer Rates Ordinance

The Village periodically reviews and adjusts its utility (water and sewer) rates to assure that the Water and Sewer enterprise utility funds are producing adequate revenues to cover the operations, maintenance, and capital replacement needs of the utility. In September of 2023 the board approved recommended adjustments to reflect changes in the cost of the water supply and financing the water meter and the installation of advanced metering infrastructure, along with adding an “Administrative Fee” to cover operational costs that were not previously being funded. The utility rate study completed in 2022 recommended adjusting the rates, billing frequency and Administrative Fees annually. It has been determined that the previously approved administrative fee chart that recommended an annual increase of \$1 will be removed and the fee cost of \$9 will stay for 2025, with the rate to be evaluated annually. The only other adjustment to this ordinance is to increase the previous “Late Fee” from 5% to 10% of the total amount of current charges to the bill, for those customers that have not paid at the due date.

This ordinance implements the recommendations as well as performs needed maintenance of the Code of Ordinances relative to the water and sewer utilities.



Interoffice Memo

Date: December 16, 2024

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager

From: John Urbanski, Public Works Director

Subject: Intergovernmental Agreement (IGA) with Village of Orland Park for Water Tower Communications Use

Presented for Committee of the Whole and Village Board discussion and action.

Description:

Enter into an Intergovernmental Agreement (IGA) with the Village of Orland Park Emergency Telephone System Board (ETSB) for tower space and interior cabinet space for radio / IT communications equipment. Currently our equipment is in the bank at 159th and 88th with limited access due to the business nature. By moving the equipment, it will be secure, environmentally sound, and offers a taller elevation and better overall coverage.

Staff Direction Request:

1. Approve signature of IGA with the Village of Orland Park ETSB for Water Tower Communications use.
2. Direct staff as necessary.

Attachments:

1. IGA.
2. Supporting Documents.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the "Agreement") is executed on the date last written below, by and between the Orland Joint Emergency Telephone System Board (the "Board"), and the Village of Tinley Park ("Tinley Park" and collectively with the Board, the "Parties").

RECITALS

A. The Board is a joint emergency telephone system board existing and operating in the Villages of Orland Hills and Orland Park, Illinois, pursuant to Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/15.4.

B. Each Party is a unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970, by the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and by its respective enabling statute, to enter into and perform this Agreement.

C. The Parties have agreed to cooperate with each other in making provisions for the installation and connection of their respective communications equipment.

D. The Village of Orland Park (the "Village") owns a water tower known as the Orland Park Water Tower (Tank #1), which is located at 8800 West 159th, Orland Park, Illinois (the "Water Tower").

NOW THEREFORE, in consideration of these recitals and the terms and conditions of this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are incorporated into this Agreement.

2. **Installation and Use.** The Board hereby grants Tinley Park authorization to Tinley Park to install and maintain a DB224-A antenna and feed line, 18 Mhz Microwave Dish on the Water Tower, and to use the tower for the purpose of receiving radio signals. Tinley Park shall install the required rack equipment including UPS, Network Switch, two (2) MTR2/3000 receivers and one (1) TAIT receiver. Tinley Park will use a vender of its choice, approved by the Board, whose approval will not be unreasonably withheld, for tower work. The Board shall give Tinley Park access to the site during this initial connection and from time to time as reasonably necessary to perform this Agreement. Tinley Park shall use the site to operate the Receiver for the reception of radio signals, in accordance with all applicable federal, state, and local laws and regulations, and in a manner that does not interfere with the Board's use of the Water Tower or its Antenna or negatively affect the reception of the Board's communications. Tinley Park may modify, supplement, upgrade, and/or replace the Receivers as Tinley Park deems necessary throughout the term, and upon the completion of such work, reconnect the receiver to the Antenna. Each Party shall be responsible for the repair, maintenance, and use of its own equipment under this Agreement. Upon termination of this Agreement, Tinley Park shall

disconnect the Receiver from the Antenna. Tinley Park shall give the Board forty-eight (48) hours prior written notice before any work is performed on its equipment and shall allow the Board the opportunity to be present when said work is being performed. Tinley Park shall promptly repair any damage to the Board's equipment caused by the equipment installed by Tinley Park, its agents, employees, or invitees. In the event of a lightning strike or Act of God, each Party shall be responsible for the costs of the repair and/or replacement of its own equipment and shall not be responsible for damage to the other Party's equipment.

3. - **Term and Termination.** The term of this Agreement shall commence on the date each Party has signed this Agreement and the signed counterparts have been exchanged. The term of this Agreement shall continue until either Party terminates as provided in this Section (the "Term"). Either Party may terminate this Agreement at any time, for any reason in the terminating Party's sole discretion, upon one hundred and eighty (180) days written notice to the other Party. However, the parties acknowledge that this Agreement is subject to and contingent upon the Village allowing the Board and Tinley Park to use the Water Tower for their respective equipment. If the Village requests that Tinley Park and/or the Board remove their respective equipment in a time period which may be shorter than the aforementioned one hundred eighty (180) day period, the Parties shall cooperate with said request and shall remove said equipment promptly upon receipt of said request, and this Agreement shall terminate immediately thereafter. Furthermore, if either Party breaches this Agreement and fails to cure said breach within thirty (30) days of receipt of a written notice of breach, then this Agreement shall terminate immediately thereafter upon notice by the non-breaching Party.

4. **Indemnity.** Each Party shall indemnify, defend, and hold harmless the other Party from all claims, demands, causes of action, losses, liabilities, damages, penalties, fines, and expenses, including reasonable attorney's fees and court cost, which are incurred by the other Party, but only to the extent arising from the indemnifying Party's intentional or negligent act or omission, or from the indemnifying Party's breach of this Agreement. The obligations contained in this Section shall not apply to the extent the indemnifying Party has tort immunity from the underlying claim.

5. **No Third Party Beneficiary.** This Agreement is not intended to confer any right upon any third party who is not a Party to this Agreement.

6. **No Assignment or Delegation.** Each Party represents and warrants that it has not and will not assign any rights or delegate any duties arising from this Agreement.

7. **Advice of Counsel and Understanding of Agreement.** . . . The parties each understand their right to discuss all aspects of this Agreement with their legal counsel, and have done so if desired. The Parties acknowledge that they have carefully read and fully understand all provisions of this Agreement.

8. **Choice of Law.** This Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute arising under this Agreement shall be in Cook County, Illinois.

9. **Binding Effect and Interpretation.** The Parties intend this Agreement to be legally binding. This Agreement shall bind and inure to the benefit of the Parties and their heirs, legal representatives, successors and assigns. The provisions of this Agreement are severable, and no provision shall be affected by the invalidity of any other provision. This Agreement has been jointly drafted by the Parties, and in the event any court determines any provision of this Agreement to be ambiguous, the ambiguity shall not be construed against either Party.

10. **Execution in Counterparts.** This Agreement may be executed in counterparts. When both counterparts have been executed by both Parties and exchanged with the other Party, electronically or in hardcopy, this Agreement shall be deemed fully executed and binding as if both Parties had signed and exchanged the same originals.

11. **Integration.** This Agreement contains the entire agreement between the Parties and supersedes all prior agreements between the Parties, both oral and written, concerning any subject matter referenced in this Agreement. This Agreement may only be modified or cancelled by a subsequent writing executed by both Parties.

12. **Authority to Execute.** Each of the undersigned signatories represents in his/ her individual capacity that he / she has actual authority to execute this Agreement on behalf of the Party represented.

Executed on the date last written below, by and between:

The Village of Orland Park

The Village of Tinley Park

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MID-YEAR BUDGET REVIEW

PUBLIC COMMENT

ADJOURNMENT