

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

NOTICE HEREBY GIVEN that a special Committee of the Whole Meeting of the Village of Tinley Park, Cook and Will Counties, Illinois will be held on Wednesday, August 6, 2025, beginning at 5:40 PM 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 MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD ON JULY 15, 2025.
4. DISCUSS AWARDDING A CLASS "B" LIQUOR LICENSE TO PETE'S FRESH MARKET, 16280 HARLEM AVENUE.
5. DISCUSS A COOK COUNTY CLASS 8 RENEWAL REQUEST FOR 16846 OAK PARK AVENUE, SIAM MARINA PROPERTIES, LLC.
6. DISCUSS A MEMORANDUM OF AGREEMENT (MOA) WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 150 (IUOE) CREATING A SECOND SHIFT.
7. DISCUSS AMENDING CERTAIN SECTIONS OF TITLE III CHAPTER 33 OF THE TINLEY PARK VILLAGE CODE ENTITLED 'POLICE DEPARTMENT'.
8. DISCUSS AMENDING CIVIL SERVICE RULES AND REGULATIONS.
9. DISCUSS A CONTRACT BETWEEN THE VILLAGE OF TINLEY PARK AND ALVAREZ AND ASSOCIATES FOR PUBLIC AND PRIVATE SECTOR CONSULTING SERVICES.
10. DISCUSS AN AGREEMENT WITH ROBINSON ENGINEERING FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION OBSERVATION SERVICES IN THE NOT TO EXCEED AMOUNT OF \$50,000.
11. DISCUSS A CONTRACT WITH ALESSIO & SONS COMPANY FOR BROOKSIDE CREEK STORMWATER IMPROVEMENTS - CONSTRUCTION.
12. DISCUSS A CONTRACT RENEWAL WITH NEOGOV FOR RECRUITMENT AND ONBOARDING, PERFORMANCE MANAGEMENT, TRAINING, AND EFORMS SUBSCRIPTIONS.
13. DISCUSS CONTRACT EXTENSION OF THE HORTON GROUP BROKERAGE AND CONSULTING AGREEMENT.
14. DISCUSS THE ADOPTION OF A 401(A) RETIREMENT SAVINGS PLAN FOR SPECIFIC POSITIONS.
15. DISCUSS THE PURCHASE OF ANNUAL MAINTENANCE OF EMERGENCY NOTIFICATION SOFTWARE FROM ONSOLVE.

16. DISCUSS THE PURCHASE OF ANNUAL MAINTENANCE OF 911 DISPATCH SOFTWARE FROM CENTRAL SQUARE.
17. DISCUSS ADDING A NEW CHAPTER UNDER TITLE VII OF THE VILLAGE CODE TO REGULATE THE USE OF NON-HIGHWAY VEHICLES WITHIN THE VILLAGE (E-BIKES AND SCOOTERS).
18. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

NANCY M. O'CONNOR, VILLAGE CLERK

ROLL CALL

MINUTES
Meeting of the Committee of the Whole
July 15, 2025 – 5:45 p.m.
Village Hall - Council Chambers
16250 S Oak Park Ave.
Tinley Park, IL 60477

Item #1 - At 5:47 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
K. Shaw, Village Trustee
C. Sullivan, Village Trustee

Members Absent: W. Brennan, Village Trustee
D. Mahoney, Village Trustee
M. Mueller, Village Trustee

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

Others Present:

Item #3 - CONSIDER APPROVAL OF THE MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD JULY 1, 2025 – Motion was made by Trustee Shaw, seconded by Trustee Sullivan to approve the minutes of the Committee of the Whole meeting held on July 1, 2025. President Glotz asked if members of the Committee had any questions. There were none. Vote by roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Item #4 – DISCUSS AN AGREEMENT WITH NORTHWESTERN HEALTHCARE FOR OCCUPATIONAL HEALTH SERVICES – This agreement will provide primary occupational health services for pre-employment, post-employment, and Department of Transportation (DOT) random program consortium services through Northwestern Memorial Healthcare. President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Brady to recommend an agreement with Northwestern Healthcare for Occupational Health Services be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Item #5 – DISCUSS AN AGREEMENT WITH CENTRAL SQUARE FOR SCHOOL MAPPING –

This agreement provides school mapping project coordination and data installation from Central Square technologies and DataMark using \$98,280 in grant funds from the State of Illinois 911 office. President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Sullivan, seconded by Trustee Shaw to recommend an agreement with Central Square for School Mapping be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Item #6 – DISCUSS A SERVICE AGREEMENT WITH TOTAL AUTOMATION CONCEPTS FOR VILLAGE FACILITIES BUILDING AUTOMATION SYSTEMS –

This is a service agreement renewal with Total Automation Concepts, Inc for annual maintenance and repairs. President Glotz asked if members of the Committee had any questions. There were none. Motion was made by Trustee Brady, seconded by Trustee Shaw to recommend a service agreement with Total Automation Concepts for Village Facilities Building Automation Systems be forwarded to the Village Board. Vote by roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the motion carried.

Item #7 – RECEIVE COMMENTS FROM THE PUBLIC –

Mark Sheldon, Pavlov Media, Mark gave a presentation on Pavlov Media, outlining its services and capabilities.

Motion was made by Trustee Sullivan, seconded by Trustee Brady to adjourn the Committee of the Whole. Vote by roll call. Ayes: Brady, Shaw, Sullivan, Glotz. Nays: None. Absent: Brennan, Mahoney, Mueller. President Glotz declared the meeting adjourned at 5:55 p.m.



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Walker Steinke, Assistant to the Village Manager
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Pete's Fresh Market – 16280 Harlem Ave – Class B License

The petitioner has approached the Mayor's Office seeking a Class B liquor license for Pete's Fresh Market, located at 16280 Harlem Avenue. A Class B license authorizes the retail sale of alcoholic liquor on the designated premises, but not for consumption on the premises. All alcoholic liquor must be sealed in its original container at the time it leaves the premises. In accordance with Village code, video gaming is not permitted on a Class B licensed premises.

Pete's Fresh Market is a full-service grocery store offering fresh produce, meats, prepared foods, and a wide range of specialty items. The applicant is seeking this license to allow customers the convenience of purchasing packaged alcoholic beverages alongside their regular grocery items. This addition aligns with the store's mission to provide a comprehensive shopping experience for local residents.

More information about Pete's Fresh Market can be found at: <https://www.petesfresh.com/>



Interoffice Memo

Date: August 6, 2025
To: Committee of the Whole
Cc: Michael Coleman, Interim Community Development Director
From: Carolyn Mitera, Marketing & Economic Development Specialist
Subject: Class 8 Renewal – 16846 Oak Park Avenue – Siam Marina Properties, LLC

BACKGROUND

Siam Marina Properties, LLC (Applicant) requests to renew their Class 8 tax incentive for the property owned at 16846 Oak Park Avenue (PINS: 28-30-107-020-0000 and 28-30-107-011-0000). In 2014, the Village adopted Resolution No. 2014-R-015 approving a Cook County Class 8 tax reclassification with special circumstances as the building had been vacant and abandoned and needed building improvements.

Any new construction, significant rehabilitation, or reutilization of abandoned buildings developed or reoccupied for industrial or commercial use may qualify for the Class 8. Qualifying buildings will be assessed at 10% of market value for 10 years, 15% in the 11th year and 20% in the 12th year. This is a significant reduction from the standard assessment level of 25% for industrial and commercial properties.



DISCUSSION

Siam Marina Properties, LLC is owned by Chef Tammy Pham and Sapion Chung who have been in the restaurant industry for 30 years and own/operate two Asian Fusion restaurants (Siam Marina in Tinley Park and Asparagus in Merrillville, IN). Siam Marina Properties, LLC currently employs 6 full-time employees and 8 part-time employees at the Tinley Park restaurant. The Applicant is seeking the renewal of their Class 8 incentive in order to help keep their costs of doing business low and therefore continue to invest in the business and property. Future building improvements include:

- LED Exterior Lighting (2025)
 - All soffit downlighting installation – approx. cost of \$12,675
 - Spot lighting and wash lighting – approx. cost of \$1,760
 - Brass Wall Fixtures – approx. cost of \$1,250
- LED Interior Lighting in Private Dining Room (2025) – approx. cost of \$875
- Two new exterior metal doors (*installed June 2025*) – approx. cost of \$5,400
- Reposition and re-design front yard signage (2026) – approx. cost of \$12,000
- Directional parking signage – (2026) approx. cost of \$5,000
- New Interior Flooring – (2026) approx. cost of \$22,184
- Patio Roof – (2027) approx. cost of \$39,400

The total anticipated reinvestment into the building is **\$100,544.**

The renewal will also assist with the cost to replace a Firex 80-gallon braiser/pressure cooker used to make traditional Vietnamese pho soup, approximately \$52,778. The applicant also plans to increase marketing and advertising efforts through social media marketing, cross promotion with other businesses, and participation in Village sponsored events.

The Class 8 Incentive Program is designed to encourage industrial and commercial development in areas of Cook County which are experiencing severe economic stagnation. The Class 8 is structured to permit the Assessor, upon application of the local governing body, to certify that such areas are in need of substantial revitalization. The twelve-year incentive applies to all newly constructed and renovated buildings, including the land upon which they are situated. High property taxes are a primary reason for Class 8 incentives as well as competition with Will County and Indiana taxes.

Cook County provides an incentive program to allow the renewal of a reclassification of properties to maintain the lower taxes with the support of a Resolution adopted by the Village. There is no obligation for any renewals and the goal is to have properties improved to a point that they can support their full property tax obligation.

INCENTIVE POLICY CHECKLIST

The following statements are in line with the Village of Tinley Park's incentive policy.

1. The owner plans to be a long-term owner/investor and plans to comply with Village and County obligations of the Class 8 Reclassification Incentive Program.
2. The project will enhance or improve the profitability and marketability of existing businesses in the community as outlined in Section B-10 of the incentive policy.

BENEFITS

The project will be an enhancement to the Village by making it possible for Siam Marina Properties, LLC to remain at their current location on Oak Park Avenue and continue to invest in their property and grow their restaurant business in Downtown Tinley Park.

STAFF RECOMMENDATION

The Economic and Commercial Commission reviewed this renewal request and unanimously recommended this item for approval at their July 14, 2025 meeting. Staff requests for the Committee of the Whole to move this item forward for consideration at the Village Board later this evening.



Interoffice Memo

Date: July 22, 2025

To: Pat Carr, Village Manager
Hannah Lipman, Assistant Village Manager
John Urbanski, Public Works Director

From: Angela Arrigo, HR Director

Subject: MOA with IUOE Creating A Second Shift

Public Works staffing was recently evaluated as related to additional public works operational needs with the addition of Harmony Square and other initiatives. It was determined that adding additional maintenance staff for a second shift would be required to best meet operational needs. For fiscal year 2026, the request to add two (2) full-time Maintenance Technician positions to be assigned to the Facilities Division was approved during the annual budgeting process.

The Village now seeks to create a Second Shift to be staffed with the Maintenance Technician position. We have been in discussions with IUOE, Local 150 to establish the terms and conditions related to creating a Second Shift. Both parties have come to an agreement on acceptable terms. It is recommended that the Memorandum of Agreement establishing these terms is considered and approved.

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement ("MOA") between the International Union of Operating Engineers, Local 150, AFL-CIO ("Union") and the Village of Tinley Park ("Village"), collectively referenced herein as the "Parties." The Parties are signatory to a Collective Bargaining Agreement ("CBA"), effective May 1, 2022 through April 30, 2025. The Parties hereby agree as follows:

WHEREAS, the Village has the need to create a second shift of employees from the Public Works Department to meet public works operational needs in the Village ("Second Shift");

WHEREAS, the Parties are beginning negotiations on a successor CBA, but no negotiation date has yet been set and a final successor CBA may not be reached for several months;

WHEREAS, the Village has the need to create a Second Shift expeditiously prior to a successor CBA being finalized; and

WHEREAS, the Parties wish to enter into this MOA to create the Second Shift expeditiously and possibly incorporate these terms and conditions into a successor CBA as well.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

1. A Second Shift shall be created beginning on June 1, 2025, pursuant to the Village Board's approval of budgetary matters.
2. The Second Shift shall consist of Maintenance Worker/Maintenance Technician positions that shall perform job duties and responsibilities consistent as to what is currently set forth in the parties' CBA and their job descriptions.
3. The Second Shift shall be eight and one-half (8.5) consecutive hours, and the normal workweek shall be five (5) days, Tuesday through Saturday.
4. The normal workday for Second Shift employees shall be from 1:30 p.m. to 10:00 p.m., Tuesday through Saturday.
5. Employees working on the Second Shift shall be entitled to a base rate that shall be \$2.00 more than the base rate on the main pay chart and as attached hereto Appendix A.

6. Upon adoption of this MOA, the initial offering of new departmental opening(s) for Second Shift shall be made to current bargaining unit employees for one (1) week before posting to the public. The Village retains the right to transfer any interested internal applicants to the Second Shift and not post the initial open position(s) to the public. Additionally, the Village retains the right to post a job opening to the public and consider both internal and external applicants at the same time. All things equal, the internal candidate will have preference over an external candidate. No current bargaining unit employee shall be required to fill a Second Shift position. Future openings shall be posted in accordance with Article VI Filling of Vacancy.
7. Current employees that apply for the Second Shift position shall be placed at their current pay step on the Second Shift Pay Chart.
8. Any person hired by the Village to fill Second Shift positions shall be treated as if they are in the bargaining unit represented by the Union.
9. Any Second Shift employee that subsequently moves to a first shift position shall be placed at their current pay step on the main pay chart.
10. Second Shift employees shall be entitled to the same rights and responsibilities that are set forth in the current CBA between the parties except as noted below:
 - a. Article IV Hours of Work and Overtime shall be altered to match the different work hours and schedule of the Second Shift;
 - b. Overtime assignments shall be determined per Section 4.5 Overtime Assignment and shall not interfere with normal Second Shift normal workweek or workday as defined in item 3 & 4 above; and
 - c. Section 10.2 Holidays shall be observed by the Second Shift as well but when a holiday falls on a Sunday, it shall be observed on the preceding Saturday. When a holiday falls on a Monday, it shall be observed on the following Tuesday.

11. This MOA shall remain in full force and effect during the life of the parties' 2022-2025 CBA and the changes set forth in the MOA shall be incorporated in the successor agreement, unless the parties agree to different language in bargaining the successor agreement.

AGREED:

Village of Tinley Park

IUOE, Local 150

By: _____

By: _____

Date: _____

Date: 7/21/2025

APPENDIX A

	2nd SHIFT	5/1/2024	\$2 Base Rate Increase
Maintenance Worker/Maintenance Technician			
Step 1	\$	25.77	\$ 27.77
Step 2	\$	27.21	\$ 29.21
Step 3	\$	28.61	\$ 30.61
Step 4	\$	30.04	\$ 32.04
Step 5	\$	31.46	\$ 33.46
Step 6	\$	32.88	\$ 34.88
Step 7	\$	34.30	\$ 36.30
Step 8	\$	35.72	\$ 37.72
Step 9	\$	37.14	\$ 39.14
Step 10	\$	38.58	\$ 40.58
Step 11	\$	40.02	\$ 42.02
Step 12	\$	41.45	\$ 43.45



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc: Patrick Carr, Village Manager

Subject: Creation of the Position of Police Lieutenant in the Tinley Park Municipal Code

With the recent retirements in the Police Command, we have continued to evaluate the command structure to ensure operational efficiency in the Police Department. To ensure both supervisory and operational needs are met, adding the rank of Police Lieutenant continues to be considered as the best approach to meet these needs. Under the Village's home rule authority, the position can be established as an appointed position in the Tinley Park Municipal Code. Although the Police Lieutenant position is not currently budgeted, it is anticipated that this position will be requested for funding in the future.

With recent developments related to Senate Bill 1701 (on the Governor's desk for final approval), revising the criteria for determining supervisory status among police ranks, establishing and defining the hiring of the Police Lieutenant position is recommended at this time. The recommendation includes modifying Chapter 33 of the Tinley Park Municipal Code to add Police Lieutenant as an appointed supervisory position in the Police Department. This position shall be fourth in command, and shall be appointed by the Mayor with the advice and consent of the Board of Trustees, and with input from the Chief of Police.



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc:

Subject: Proposed Amendments to Civil Service Commission Rules – Addition of Classified Positions and Return-to-Rank Policy

The Village is proposing amendments to the Civil Service Commission Rules and Regulations to better clarify the administration of classified service roles within the Police Department. These revisions are being presented for consideration and approval to align internal procedures with organizational structure and personnel practices.

Two key additions are proposed as follows:

1. Chapter 1, Section 8 – Classified Positions

- This new section will define “classified positions” under Civil Service and will formally identify the positions of Police Patrol Officer and Police Sergeant as falling under this category. The addition ensures clarity on which roles are subject to Civil Service oversight and protections.

2. Chapter 8, Section 6 – Return to Civil Service Rank

- This section introduces language that establishes a clear process for Commanders who previously held a Civil Service rank and return to such a rank following their service in a non-classified leadership role. This policy provides necessary procedural guidance for transitions while preserving rank integrity and employment continuity.

These amendments are intended to maintain consistency in role designation, improve procedural clarity, and support career transitions within the Police Department. The proposed changes have been reviewed by the Civil Service Commission and are being brought forward for formal approval.

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~~ August 4, 2025 and approved by the Village Board of Trustees Ordinance Number ~~2024-O-040~~2025-O-XXX. Updated by Civil Service Commission on ~~July 16, 2024~~August 6, 2025.

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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 – CLASSIFIED POSITIONS

The below non-probationary positions are covered under the jurisdiction of the Civil Service Commission listed by classification plan.

PUBLIC SAFETY SERVICE: Positions in sworn ranks of the Police Department.

A-2 Police Patrol Officer

A-4 Police Sergeant

CHAPTER I – ADMINISTRATION
SECTION 8-9 – 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 910- 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 requirements for hire. 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.

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 Commission will update the Eligibility Register of all successful applicants. This 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 Eligibility Register will be a list of all successful applicants listed from 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, the Eligibility 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. 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.

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 Eligibility Register 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 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.

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 Eligibility Register, the Commission will certify the name(s) of the individual(s) standing highest on the 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 Eligibility 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 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 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 Eligibility Register 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, 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 be 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 of 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.

CHAPTER VII – CHANGES AFTER EMPLOYMENT
SECTION 6 – RETURN TO CIVIL SERVICE CLASSIFIED POSITION

In the event an employee is promoted from classified service to an appointed position of Commander, the following shall apply:

- (A) If the Commander is discharged or removed from that appointed position without cause prior to attaining eligibility to retire on full pension, (i.e., based on years of service and without reduction based on age under applicable retirement plan), he or she shall revert to and be established in the classified position and rank he or she held immediately prior to appointment provided that a vacancy then exists in such classified position and rank; however, if the employee was discharged or removed from the appointed position for just cause, he or she shall not be eligible for reverting to their prior classified position and rank.
- (B) The employee who is promoted to the rank of Commander shall have their seniority frozen and shall not continue to accrue seniority or other time-of-service based benefits, such as vacation time, while they are serving as a Commander. If said employee reverts back to his or her prior rank, their benefits and emoluments of the reinstated frozen rank shall apply.



Interoffice Memo

Date: August 6, 2025
To: Village Board of Trustees
From: Hannah Lipman, Assistant Village Manager/Interim Finance Director
Cc: Patrick Carr, Village Manager

Subject: Consulting Services Proposal - Alvarez and Associates

The Village is seeking to engage Alvarez and Associates to provide consulting services across both public and private sector initiatives. Alvarez and Associates bring expertise in navigating complex regulatory frameworks and securing critical funding for municipal projects.

The firm would assist the Village with planned Metropolitan Water Reclamation District (MWRD) projects, ensuring alignment with technical requirements and compliance with all applicable standards. In addition, their team will support the Village's efforts to secure federal (or local) funds to advance key infrastructure and development initiatives. Their knowledge of local, county, and state regulations will be instrumental in guiding projects efficiently from planning to execution.

By partnering with Alvarez and Associates, the Village aims to strengthen its strategic approach, streamline regulatory navigation, and maximize funding opportunities to benefit the community.

**CONTRACT FOR SERVICES TO BE RENDERED BY
ALVAREZ AND ASSOCIATES FOR
VILLAGE OF TINLEY PARK**

This agreement for services is entered into as of the 1st day of January, 2025 between Alvarez and Associates (“Consultant”), 6139 N. Kilpatrick, Chicago, Illinois 60646, for services and the Village of Tinley Park, 16250 Oak Park Ave, Tinley Park, IL 60477 (“Entity”). This agreement can be terminated by either party with two week written notice.

Consultant is in the business of performing public and private sector consulting services and has expertise in said business, and the Village of Tinley Park wishes to engage the services of Consultant.

Now, therefore, in consideration of the foregoing recitals and of the promises and conditions contained herein, it is agreed as follows:

1. Consultant agrees to perform the following services:
 - a. Advise, consult and develop strategy with the Village of Tinley Park leadership and outside counsel on all matters related to Cook County and the Metropolitan Water Reclamation District
 - b. Monitor all issues that could have an impact on the Village of Tinley Park and its operations
2. As compensation for the foregoing, Village of Tinley Park agrees to pay consultant for the contract. The payment schedule is as follows: \$4,000.00 per month sent to Alvarez and Associates within 30 days of invoicing. Please remit payments to “Alvarez and Associates”, 6139 N. Kilpatrick Chicago, Illinois 60646.
3. Consultant will comply with all ethics ordinances, all laws and regulations pertaining to the performance of any obligation contained in this Agreement.
4. Consultant may not assign or otherwise transfer its rights, obligations or duties under this Agreement.
5. This Agreement contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except in writing and signed by both parties.
6. This agreement shall become binding only after it has been signed by both parties.

Date: _____

ALVAREZ AND ASSOCIATES, INC.

BY _____

Michael A. Alvarez, President

Date: _____

VILLAGE OF TINLEY PARK

BY _____



Interoffice Memo

Date: July 29, 2025
To: John Urbanski, Public Works Director
From: Kyle Vester, PE – Village Engineer
Subject: Brookside Creek Stormwater Improvements Construction Observation Services – Contract Award

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action.

Scope of Work: Robinson Engineering provides various Engineering Services for the Village of Tinley Park, including Construction Observation. This contract would cover Construction Observation Services for the Brookside Creek Stormwater Improvements project.

The attached proposal includes Construction Observation Services using the standard billing rates with Robinson Engineering.

Recommendation: Staff recommends approving the proposal with Robinson Engineering for the Brookside Creek Construction Observation Services.

Budget / Finance: Funding was allocated in the FY26 Budget.

Staff Direction Request:

1. Approve the Professional Services Agreement and award the project to Robinson Engineering, Frankfort, IL, in the not to exceed amount of \$50,000.
2. Direct Staff as necessary.

Attachment:

1. Proposal from Robinson Engineering dated July 25, 2025.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into this day of ,2025 (“Effective Date”), between the Village of Tinley Park, Illinois “(Village)”, located at 16250 South Oak Park Avenue, Tinley Park, IL 60477, and Robinson Engineering, Ltd. (“Consultant”), collectively the “Parties” for the following project:

I. Services

- A. Consultant agrees to provide, as an independent contractor to the Village, the professional services included in Exhibit A, attached hereto and made a part hereof, as well as such other or incidental services as may be necessary to carry out said professional services, as well as any other professional services requested by the Village as mutually agreed to by the parties (hereafter the “Service”). The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality in compliance with applicable laws, ordinances and regulations. The express terms of this Agreement shall take precedence and control over any term or provision of any Exhibit that in any way conflicts with, differs from, or attempts to alter the terms of this Agreement.
- The Services shall be provided by employees of Consultant, who are experienced, certified, and/or qualified and licensed, to the extent necessary to perform said Services in the State of Illinois.
 - It is understood and agreed by the parties that the Consultant is an independent contractor retained for the above-mentioned purpose. The Village shall not control the manner nor the means of the Consultant's performance, but shall be entitled to a work product as described herein. The term "subconsultant" shall mean and include only those hired by and having a direct contract with Consultant for performance of work on the Project. The Village shall have no responsibility to any subconsultant employed by a Consultant for performance of work on the Project, and all subconsultants and material suppliers shall look exclusively to the Consultant for any payments due. The Village will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every subconsultant shall be bound by the terms and provisions of this Contract as far as applicable to their work. The Consultant shall be fully responsible to the Village for the acts and omissions of its subconsultants, and shall ensure that any subconsultants perform in accordance with the requirements of this Agreement. Nothing contained herein shall create any contractual or employment relations between any subconsultant and the Village. The Consultant is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Village harmless for any and all damages resulting from violations thereof. Conversely, the Consultant shall not coordinate, supervise and direct any portions of the Work for what they are not responsible for and shall not be responsible for, nor have control over, construction means, methods, techniques, sequences and procedures, safety, and security for any party they are not responsible for. The Consultant shall comply will all applicable federal, State and local safety laws and regulations.

II. COMPENSATION

Consultant will be compensated based upon the Payment Terms in the Proposal for Professional Engineering Services attached hereto as Exhibit A and the Fee Schedule attached hereto as Exhibit B.

III. INDEMNIFICATION AND HOLD HARMLESS

Consultant will indemnify and hold harmless, protect and defend, at its own cost and expense, the Village, its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, transferees, licensees, invitees, attorneys, or other persons or property standing in the interest of the Village, from any and all risks, lawsuits, actions, damages, losses, expenses (including attorneys' fees), claims, or liabilities of any character, brought because of any death, injuries or damages received or sustained by any person, persons, or property on account of any negligent act or omission by the Consultant, its officers, agents and/or employees, including any of its subconsultants, arising out of or in performance of any provision of this Agreement, including any claims or amounts arising or recovered under the Workers' Compensation Act or any other law, ordinance, order or decree.

In the event such claims, losses, damages, or expenses are legally determined to be caused by joint or concurrent negligence, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

With respect to the aforementioned duty to protect and defend, this shall apply for non-professional services that are performed and to the extent covered by the Consultant's General Liability policy. The Duty to Defend does not apply to professional services that are performed which are not covered by the Consultant's Professional Liability policy.

IV. INSURANCE

During the term of this Agreement, Consultant shall provide and maintain the types of insurance set forth in Exhibit C, written on the comprehensive form and as "occurrence" policies, primary to any insurance of the Village, in not less than the specified amounts.

Consultant shall furnish to the Village, prior to commencing any activities under this Agreement, and annually thereafter, satisfactory proof of the above insurance requirements by a reliable insurance company or companies authorized to do business in Illinois. Such proof shall consist of certificates executed by the respective insurance companies and attached to this Agreement as Exhibit D. Said certificates shall list the Village and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors, and attorneys, as additional insureds on all required insurance policies.

Consultant shall procure and maintain insurance as required by and set forth in the previous paragraph of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all claims, losses, costs, or damages whatsoever arising out of resulting from or in any way related to the Agreement from any cause or causes, including but not

limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Consultant or Consultant's officers, members, directors, partners, agents, employees, or Subconsultants (hereafter "Village's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs, and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Village's Claims, then the total liability, in the aggregate of Consultant and Consultant's officers, members, directors, partners, agents, employees, and Subconsultants to Village and anyone claiming by, through, or under Village for any and all such uninsured Village's claims shall not be limited.

V. WARRANTY

Consultant represents to the Village that it has the experience and ability to perform the services required by this Agreement, that it will perform said services in accordance with the Standard of Care presented in Section 1.A, and that it has the power to enter into and perform this Agreement.

VI. NOTICE

Except to the extent that verbal notice is otherwise permitted herein, proper notice may be given by personal service or certified or registered mail to:

Robinson Engineering Ltd.

10045 W Lincoln Hwy

Frankfort, IL 60423

OR TO:

Village of Tinley Park

Village Manager

16250 South Oak Park Avenue

Tinley Park IL. 60477

Notice shall be effective upon the date of receipt by personal service or as evidenced by a valid return receipt. The name and/or address to which notice is required may be amended at any time by written notice to the other party as provided herein.

VII. INTERPRETATION

This Agreement provides for services to be performed within the State of Illinois. Accordingly, this Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the parties' consent to the in personam jurisdiction of said Court for any such action or proceeding.

VIII. WAIVER

The waiver of one party of any breach of this Agreement or the failure of one party to enforce any provisions hereof, shall be limited to the particular instance and shall not operate to bar or be deemed a waiver of enforcing against other or future breaches.

IX. SEVERABILITY

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired.

X. ENTIRE UNDERSTANDING

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

XI. TERMINATION

This Agreement may be terminated, in whole or in part, by either party if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience.

IN WITNESS WHEREOF, the Village of Tinley Park and (Insert Consultant), have executed this Agreement.

VILLAGE OF TINLEY PARK

By: _____
Village President

DATE: _____

ROBINSON ENGINEERING LTD.

By: Yay Deland
Its: Director of Operations

DATE: 7/25/25

CERTIFICATIONS BY CONSULTANT

Eligibility to Contract

The undersigned hereby certifies that the Consultant is not barred from bidding on or entering into this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Van Calombaris, PE

Name of Consultant (please print)

Yay Deland

Submitted by (signature)

Director of Operations

Title

Certificate of Compliance with Illinois Human Rights Act

The undersigned hereby certifies that the Consultant is in compliance with Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended.

Van Calombaris, PE

Name of Consultant (please print)

Yay Deland

Submitted by (signature)

Director of Operations

Title

Certificate of Compliance with Illinois Drug-Free Workplace Act

The undersigned, **having 25 or more employees**, does hereby certify pursuant to section 3 of the Illinois Drug Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Van Calombaris, PE



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

Certificate Regarding Sexual Harassment Policy

The undersigned does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The undersigned also certifies that Consultant is in compliance with all other applicable laws and regulations regarding its performance of this Agreement.

Van Calombaris, PE



Name of Consultant (please print)

Submitted by (signature)

Director of Operations

Title

EXHIBIT A

Scope of Professional Services

Work as specified and approved by the Village of Tinley Park in the Proposal for Professional Engineering Services for the Brookside Creek Retail Center, dated 7/25/25.



7/25/25

Project 22-R0644.15

To: Village of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Attn: Mr. Kyle Vester, PE, Village Engineer

RE: **Proposal for Professional Engineering Services – Construction Observation**
Brookside Creek Retail Center

Dear Mr. Vester:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal to perform professional engineering services related to the Brookside Creek Retail Center within the Village of Tinley Park (Village). We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: Project Overview, Scope of Services, Payment Terms, Standard Terms and Conditions, and REL's Billing Rates. REL's Standard Terms and Conditions should be considered as an integral part of this proposal.

1. PROJECT OVERVIEW

A commercial development has been approved by the Village and will be constructed at the southwest corner of Harlem Avenue and 191st Street. The infrastructure improvements will include earthwork/grading, sanitary sewer, water main, storm sewer, detention ponds and roadway improvements (plans prepared by Manhard Consulting, dated 5/12/25).

The Village has requested that REL provide periodic Construction Observation Services for these improvements.

2. SCOPE OF SERVICES

It is anticipated that REL will provide an on-site field representative approximately 2 hours/day over the course of the construction (anticipated to be approximately 6 months). REL's field representative will provide Construction Observation Services which consist of the following:

Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

3. PAYMENT TERMS

REL proposes to perform these Construction Observation Services on an hourly basis, with a Not to Exceed figure of \$50,000. REL will not bill more than \$50,000 unless approved by the Village. REL's Billing Rates are attached hereto and are subject to revision on or after 1/1/2026.

4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at (815) 412-2014 or email me at vcalombaris@reltd.com with any questions regarding this proposal, or if any additional information is needed.

Very truly yours,
ROBINSON ENGINEERING, LTD.



Van Calombaris, PE
Director of Operations

ACCEPTED AND APPROVED:
VILLAGE OF TINLEY PARK, ILLINOIS

By: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE – The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

Client shall remain liable for and shall promptly pay REL and (if applicable) REL's independent professional associates or consultants for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL or REL's independent professional associates or consultants. Suspension/termination charges may include, but not be limited to, salaries, overhead, and fee, incurred by REL or REL's independent professional associates or consultants either before or after the termination date.

OPINION OF PROBABLE COSTS – REL's opinions of probable Construction Cost (if any) are to be made on the basis of REL's experience, qualifications, and general familiarity with the construction industry. However, because REL has no control over the cost of labor, materials, equipment, or services furnished by

others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by REL. If Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate.

REUSE OF PROJECT DOCUMENTS – All Documents are instruments of service, and REL owns the Documents, including all associated copyrights and the right of reuse at the discretion of REL. REL shall continue to own the Documents and all associated rights whether or not the Specific Project is completed. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. REL grants Client a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Client, subject to receipt by REL of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

- Client acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by REL, or for use or reuse by Client or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by REL;
- Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by REL, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to REL or to its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants;
- Client shall indemnify and hold harmless REL and its officers, directors, members, partners, agents, employees, and REL's independent professional associates or consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by REL; and
- Such limited license to Client shall not create any rights in third parties.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, control, or have authority over any contractor's work, nor will REL have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that Contractor's furnishing and performing of its work. REL shall not be responsible for the acts or omissions of any contractor. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – To the fullest extent permitted by law, the total liability, in the aggregate, of REL and its officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client, and anyone claiming through or under Client, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Contract, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to REL's insurers or in settlement or satisfaction, in whole or in part, of Client's Claims, and (2) total available insurance proceeds paid on behalf of or to REL by REL's insurers in settlement or satisfaction of

Client's Claims under the terms and conditions of REL's applicable insurance policies up to the amount of insurance required under this Agreement.

Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal. If no such insurance coverage is provided with respect to Client's Claims, then the total liability, in the aggregate, of REL and REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants, to Client and anyone claiming by, through, or under Client, for any and all such uninsured Client's Claims will not exceed **\$50,000**.

The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by REL.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

INDEMNIFICATION – To the fullest extent permitted by Laws and Regulations, REL shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of REL or REL's officers, directors, members, partners, agents, employees, or REL's independent professional associates and consultants. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Client, REL, and all other negligent entities and individuals. This indemnification provision is subject to and limited by the provisions included above in "Limitation of Liability."

MUTUAL WAIVER – To the fullest extent permitted by Laws and Regulations, Client and REL waive against each other, and the other's officers, directors, members, partners, agents, employees, or other independent professional associates and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

DIGITAL TRANSMISSIONS – The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity, or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

COMPLIANCE WITH FREEDOM OF INFORMATION AND OPEN MEETING ACTS - REL and (if applicable) REL's independent professional associates or consultants may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542), or from a court ordered subpoena. Requests of this nature are beyond the control of REL and are specifically not included in this contract. REL will notify the Client of any request received on behalf of this contract and will invoice the Client for time and materials at the published rates in effect at the time of the request.

TERMS OF PAYMENT – As it applies to county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other local governmental units, the Illinois Prompt Payment Act (30 ILCS 540 et seq) shall apply. For Clients not covered by the Illinois Prompt Payment Act (30 ILCS 540 et seq), Client recognizes that late payment of invoices results in extra expenses for REL and (if applicable) REL's independent professional associates or consultants. As such, REL and (if applicable) REL's independent professional associates or consultants retains the right to assess Client interest at a rate of one percent (1%) per month, but not to exceed the maximum rate provided for by law, on invoices which are not paid within thirty (30) days from the date of the invoice. Also, Client agrees to pay reasonable attorney and collection fees incurred by REL in the collection of Client's past due amounts. In the event undisputed portions of REL's invoices are not paid when due, REL reserves the right to suspend the performance of its services under this Agreement until all past due amounts including services, expenses, assessed charges, reasonable attorney and collection fees, have been paid in full. Client waives any and all claims against REL for any such suspension.

Client's Initial: _____ Date: _____

EXHIBIT B

Fee Schedule

**Attached to Proposal Engineering
Services Agreement**

Classification	Rate
Principal Engineer 1	\$223.00
Senior Project Manager 1 / 2	\$203.00 / \$213.00
Senior Engineer 1 / 2 / 3	\$179.00 / \$193.00 / \$201.00
Project Engineer 1 / 2 / 3 / 4	\$143.00 / \$151.00 / \$161.00 / \$172.00
Project Manager 1 / 2 / 3	\$151.00 / \$159.00 / \$169.00
Engineering Technician	\$143.00
Chief Land Surveyor	\$179.00
Land Surveyor 1 / 2 / 3	\$137.00 / \$154.00 / \$167.00
Surveying Technologist 1 / 2	\$121.00 / \$137.00
Senior Planner	\$169.00
Planner	\$148.00
Senior Project Scientist	\$167.00
Grant Writer 1 / 2	\$104.00 / \$123.00
Project Developer 1 / 2 / 3	\$121.00 / \$162.00 / \$185.00
GIS Coordinator	\$179.00
GIS Developer	\$147.00
GIS Technologist	\$119.00
CAD Manager	\$169.00
CAD Designer	\$148.00
CAD Technologist 1 / 2	\$112.00 / \$128.00
Resident Engineer 1 / 2 / 3	\$143.00 / \$159.00 / \$171.00
Resident Engineering Representative 1 / 2 / 3	\$142.00 / \$148.00 / \$156.00
Field Superintendent	\$189.00
Assistant Field Superintendent	\$178.00
Field Crew Chief	\$142.00
Field Crew Member 1 / 2	\$91.00 / \$108.00
Operations Manager	\$159.00
Operations Coordinator	\$114.00
Operator 1 / 2 / 3	\$98.00 / \$104.00 / \$111.00
IT Technologist / IT Coordinator	\$121.00 / \$162.00
Administrative 1 / 2	\$91.00 / \$103.00
Project Administration	\$119.00
Intern / Engineering Intern	\$60.00
1 Man Field Crew - Prevailing Wage*	\$189.00
2 Man Field Crew - Prevailing Wage*	\$316.00

• Rates are subject to revision on or after 1/1/2026.

• Reimbursable Expenses at a factor of 1.10. Sub-Consultant Fee Markup at 10%

• *Estimated Illinois prevailing wage rate for covered work based on recent Department of Labor Davis Bacon clarification.

EXHIBIT C

Required Insurance

Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Village would request insurance at \$2 million/\$5 million and umbrella of \$10 million.

• Workers' Compensation:	Statutory
• Employer's Liability – Each Accident:	\$ 1,000,000
• General Liability –	
• Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
• General Aggregate:	\$ 2,000,000
• Excess or Umbrella Liability --	
• Each Occurrence:	\$ 3,000,000
• General Aggregate:	\$ 3,000,000
• Automobile Liability --Combined Single Limit	
• (Bodily Injury and Property Damage): Each Accident	\$ 1,000,000
• Professional Liability –	
• Each Claim Made	\$ 2,000,000
• Annual Aggregate	\$ 2,000,000

EXHIBIT D

Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com														
INSURED Robinson Engineering Ltd 10045 W. Lincoln Highway Frankfort, IL 60423	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Company of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Global Aerospace Inc</td> <td>B1180</td> </tr> <tr> <td>INSURER E: State National Insurance Company Inc</td> <td>12831</td> </tr> <tr> <td>INSURER F: Evanston Insurance Company</td> <td>35378</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Company of Hartford	20478	INSURER B: Valley Forge Insurance Company	20508	INSURER C: Continental Insurance Company	35289	INSURER D: Global Aerospace Inc	B1180	INSURER E: State National Insurance Company Inc	12831	INSURER F: Evanston Insurance Company	35378
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COVERAGES

CERTIFICATE NUMBER: W34323166
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	7063767699	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	7063767704	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			7063767718	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	7063767721	01/01/2024	01/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Aviation Liability			9043822	01/08/2024	01/08/2025	General Aggregate \$ 1,000,000 Each Occurrence \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 07/17/2024 WITH ID: W34315094.

REL Project 21-R0545.05 Kimberly Heights Drainage Improvements Phases V & VI.
SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Village of Tinley Park 16250 S Oak Park Ave Tinley Park, IL 60477	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Robinson Engineering Ltd 10045 W. Lincoln Highway Frankfort, IL 60423	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Village of Tinley Park and its officers, officials, Village President and Board of Trustees, agents, employees, volunteers, representatives, assigns, successors and attorneys are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: State National Insurance Company Inc NAIC#: 12831
 POLICY NUMBER: EHJ-ADM00850593 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Liability	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: Evanston Insurance Company NAIC#: 35378
 POLICY NUMBER: MKLV7PL0006225 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional/Pollution Liability	Limit	\$5,000,000



Interoffice Memo

Date: July 10, 2025
To: John Urbanski, Public Works Director
From: Kyle Vester, PE – Village Engineer
Subject: Brookside Creek Stormwater Improvements Construction – Contract Award

Presented at the Committee of the Whole and Village Board meetings for consideration and possible action.

Scope of Work: The Village entered into a Development Agreement for the Brookside Creek Retail Center at the January 21, 2025 Village Board meeting. This agreement included provisions for the Village to take on Engineering and Construction for portions of the onsite stormwater basins and off-site road and infrastructure improvements. The contract for discussion is for the construction of the on-site Stormwater Improvements outlined in the Development Agreement.

Background: The construction was bid out in May 2025 with the bid opening on May 21, 2025. The Village Board rejected the bids at the June 3, 2025 Board Meeting as recommended by Staff. After further discussions, Staff recommended waiving of the bidding requirements and requested authority to negotiate with the lowest bidder (or other bidders should the lowest bidder decline). This was passed by the Village Board at the July 2, 2025 Board Meeting. Staff met with the lowest bidder, Alessio & Sons Company, and the Developer to discuss value engineering of the project. The attached proposal is for a not-to-exceed total price with potential credits if soil is acceptable to be placed at the former Tinley Mental Health Facility property.

Proposal Total	\$7,450,000
* Potential Deduct for Clay	(\$54,000)
** Potential Deduct for Organic Clay and Peat	(\$110,000)
Total less deducts	\$7,286,000

* Up to 12,000 cubic yards at \$4.50/cy

** Up to 22,000 cubic yards at \$5.00/cy

Recommendation: Staff recommends approving the proposal with Alessio & Sons Company for construction of the Brookside Creek Stormwater Improvements including potential deduct for excavated soils accepted by the Tinley Park - Park District.

Budget / Finance: Funding is budgeted for in the FY26 Budget in the amount of \$10,000,000 (including road improvements).

Staff Direction Request:

1. Approve proposal and award a not to exceed contract to Alessio & Sons Company, Lombard, IL, in the amount of \$7,450,000.
2. Direct Staff as necessary.

Attachment:

1. Proposal from Alessio & Sons received July 9, 2025.



ITEM	DESCRIPTION	ENGINEER'S QUANTITY	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	CLEARNG AND GRUBBING		1	LUMP SUM		
2	TREE REMOVAL, ACRES		2	ACRE		
3	TEMPORARY CONSTRUCTION ENTRANCE		1	EA		
4	PERIMETER EROSION BARRIER		3,650	LF		
5	INLET & PIPE PROTECTION		11	EA		
6	TOPSOIL RESPREAD (6")	21,700		CY		
7	EROSION CONTROL BLANKET (NAG DS-75)		54,300	SY		
8	EMERGENT WETLAND SEED MIX		46,100	SY		
9	STORMWATER SEED MIX		54,500	SY		
10	ECONOMY PRAIRIE SEED MIX		27,900	SY		
11	EXCESS TOPSOIL - EXPORT OFFSITE	14,300		CY		
12	MOBILIZATION		1	LUMP SUM		
13	CONSTRUCTION LAYOUT		1	LUMP SUM		
14	RECORD DRAWINGS		1	LUMP SUM		
DETENTION BASIN 1						
15	TOPSOIL STRIPPING AND STOCKPILING	4,601		CY		
16	EXCAVATION AND EMBANKMENT	752		CY		
17	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	15,167		CY		
DETENTION BASIN 2						
18	TOPSOIL STRIPPING AND STOCKPILING	3,558		CY		
19	EXCAVATION AND EMBANKMENT	504		CY		
20	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	17,918		CY		
DETENTION BASIN 3/EAST COMPENSATORY STORAGE BASIN						
21	TOPSOIL STRIPPING AND STOCKPILING	1,223		CY		
22	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	17,448		CY		
SOUTH COMPENSATORY STORAGE BASIN						
23	TOPSOIL STRIPPING AND STOCKPILING	9,466		CY		
24	EXCAVATION AND EMBANKMENT	856		CY		
25	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	48,490		CY		
WEST COMPENSATORY STORAGE BASIN						
26	TOPSOIL STRIPPING AND STOCKPILING	17,169		CY		
27	EXCAVATION AND EMBANKMENT	2,980		CY		
28	EXCAVATION, LOADED, HAULED AND DISPOSED OFF-SITE	217,083		CY		

ITEM	DESCRIPTION	ENGINEER'S QUANTITY	QUANTITY	UNIT	UNIT PRICE	EXTENSION
STORM SEWER IMPROVEMENTS						
1	STORM SEWER, 12" RCP		318	LF		
2	PRECAST CONCRETE FLARED END SECTION W/GRATE, 12"		2	EA		
3	4'-0" DIAMETER MANHOLE		1	EACH		
4	PRECAST CONCRETE BOX CULVERT, 2' x 6'		1,250	LF		
5	PRECAST CONCRETE BOX CULVERT END SECTION		7	EACH		
6	CONCRETE BOX CULVERT END SECTION CIPES- DCB-PSSP-ZS		1	EACH		
7	SERIES TF-1 OR TF-2 CHECK VALVE W MOUNT PLATE (BACKFLOW PREVENTER)		2	EA		
8	CONCRETE OVERFLOW GRATE STRUCTURE, 5' x 40'		1	EACH		
9	STONE RIP RAP		380	SY		
BIDDER'S TOTAL PROPOSAL FOR COMPLETING THE BID PACKAGE IMPROVEMENTS:						\$7,450,000.00

Guaranteed Maximum Price Lump sum proposal to complete Stormwater Management Improvements for Brookside Creek Retail Center, based on Manhard Consulting drawings dated 05-12-25 and specifications dated April 18, 2025 including Addendums #1, #2 and #3, in conjunction with Manahard Consulting drawings for Brookside Creek Retail Center dated 5-12-25. Lump sum price is based on the acceptance

Unit Prices for credits to contract for Tinley Park furnished dump site.			
Haul and stockpile clay material to Tinley Park site at 183rd and Harlem	Possible Quantity	Unit Price	Unit Price
	12,000 CY	\$4.50/CY	\$49.50/Load
Haul and stockpile organic clay/peat material to Tinley Park furnished site at 183rd and Harlem	22,000 CY	\$5.00/CY	\$55.00/Load
Deduct will be based on actual quantities brought to Tinley Park furnished site.			



Interoffice Memo

Date: July 29, 2025

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

Cc: Anthony Ardolino, Information Technology Manager

From: Angela Arrigo, Human Resources Director

Subject: Professional Service Agreement - NeoGov™

The Human Resources Department began implementation of HR technology focused on enhancing both the employee and hiring manager employment experience with NEOGOV beginning in January 2022. We have made considerable impact with the implementation of online applicant tracking/hiring with 'Insight', automated the performance management process with 'Perform', automated the entire new hire onboarding experience with 'OnBoard', replaced paper with online employment forms and with online employment records management with 'eForms', and have implemented 'Learn' to offer online employee training and minimize administrative record keeping burdens.

With the initial implementation of the NEOGOV software over the last three and a half years, the way we approach managing the employment life cycle continues to be enhanced. With all the initial implementations complete, we will continue to focus on taking full advantage of as many available system features to streamline and further improve processes in the coming years.

It is recommended to move forward and renew the software as a service (SaaS) agreement with NEOGOV™ for a 3-year subscription term for current modules of 'Insight', 'Perform', 'OnBoard', 'eForms', and 'Learn'. A three-year subscription agreement would total \$67,652.56 (Year 1), \$72,388.24 (Year 2), and \$77,455.41 (Year 3). Funding has been budgeted for fiscal year 2026.



Interoffice Memo

Date: July 28, 2025

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

From: Angela Arrigo, Human Resources Director

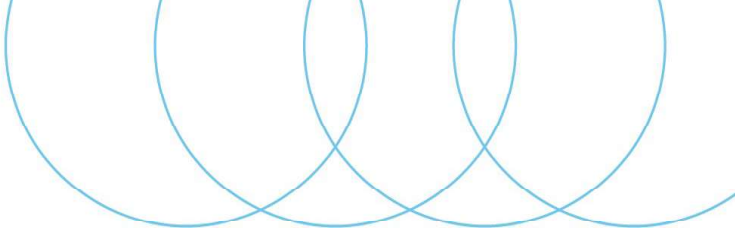
Subject: 12-Month Extension Employee Benefit Consulting/Brokerage Services

The Village transitioned to The Horton Group in July of 2022 and is currently under agreement for professional benefit consulting/brokerage services through December 2025. We continue to work with the dedicated Horton team to manage benefit costs, evaluate plan designs, review plan offerings, and ensure a comprehensive and competitive overall benefits program.

The Horton Group has provided a contract extension proposal for the policy period 1/1/2026 through 12/31/2026 with the option to extend the agreement for an additional two years (2027 & 2028) with a reduced commission rate of 2.0% (currently 2.5%) for the medical/prescription drug, dental, vision, and life/AD&D lines of coverage. Additionally, COBRA services, Mineral/Think HR, and Employee Navigator (Benefits Technology), and weekly benefit carrier file feeds continue to remain included at no additional charge. This contract extension continues to include strategic planning and market insight services, financial and benefit analytics, compliance support, administrative services, and other services to support the Village of Tinley Park Benefits Program.

RECOMMENDATION

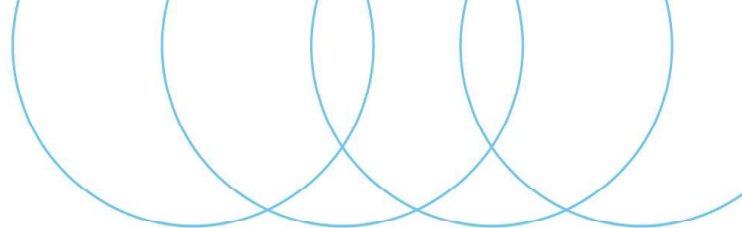
The Horton Group recognizes the continued efforts to control premium costs and have been a strategic partner in attaining premium reductions of initial renewal rates from an average of 15.27% down to 6.96% over the last 3-year period. To ensure continued competitive benefit consulting/brokerage services, it is recommended that the Village moves forward with a one (1) year renewal with The Horton Group at this time for the 2026 policy period from 1/1/2026 through 12/31/2026 with the option to extend the agreement for an additional two years. The one (1) year renewal will allow us the opportunity to market these services during the first quarter of 2026 and explore other vendors to ensure competitive pricing for these services.



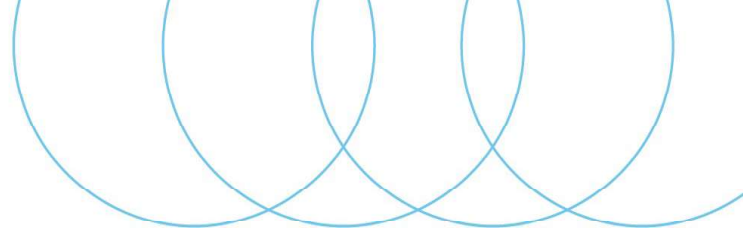
Core Consulting Services

Service Categories	Compensation Structure
Strategic Planning and Market Insight; Financial and Benefit Analytics; Employee Benefit Compliance Support; Human Resource Assistance; Worksite Wellness Initiatives: Lines of Coverage: • Medical • Prescription Drug • Dental • Vision • Life, AD&D Additional Coverage / Benefits: • Mental Health Virtual Support Services • Medicare Supplements / Post-65 Retiree Carve-out Other Services: • COBRA Services • Mineral / ThinkHR • Employee Navigator (Benefit Technology) ○ Includes Carrier File Feeds <i>Commissions based on current plan designs, member count and carriers. If any additional benefits are offered in the future, they would be at the standard carrier commission rates.</i>	Commissions are included in premiums and are paid to Horton by the carrier. 2% Standard Carrier Commission apply where included Included with our scope of service at no additional charge. Vendor costs covered by Horton

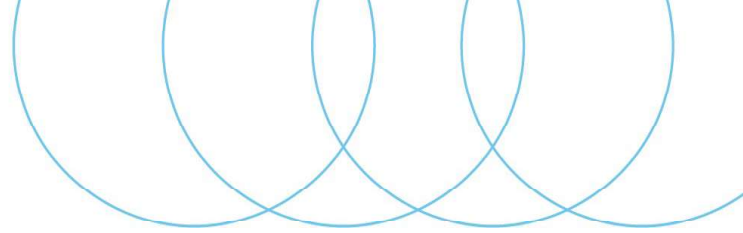
Growing what's good.



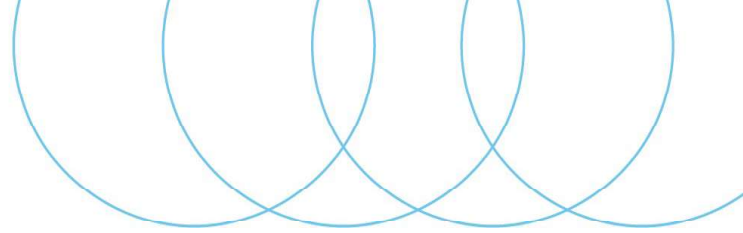
Strategic Planning and Market Insight	Included
Because of our multifaceted involvement in Health Care, we are proud of the insight we can bring to the Planning Room for intermediate and long-term actionable strategy planning in the following areas: • Health Care Reform (ACA) Impact Study: Compliance and Tax Impacts • Affordable Care Act (ACA) “Pay or Play” Options and Strategies • Market Trends and Forecasting • Benefit Philosophy Development • Benefit Design and Cost Sharing Benchmark: Industry, Horton Book • Benchmark Data for Union Negotiations • Exploration of Defined Contribution Cost Sharing Model • Eligibility Management: Working Spouse Carve-Out Provision, Eligibility Audits • “Bend The Trend” Best Practices • High-Deductible Health Plan Strategies (HSA, HRA, Gap Planning) • Engagement Strategies for Worksite Wellness / Early Detection • Development and Promotion of Consumer Centric Cost Transparency Tools • Voluntary Worksite Benefit Strategies for multigenerational needs. • Alternate Funding Techniques (Level Funding, Self- Funding & Captives)	



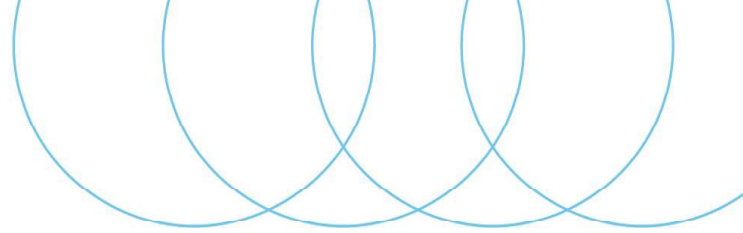
Financial and Benefit Analytics	Included
Initial Assessment • Executive Healthcare Summary • Review Benefit Plan Strategy – CBA Requirements • Plan Performance & Financial Benchmarking • Provider Network Utilization - Discount Analysis • Rx - PBM Analysis if data available • Generational study (including age 60+ member study) • Contribution Modeling and ACA Compliance • Medical Utilization Containment Strategies • Rx Utilization and Containment Strategies • Shock Claim Review • Plan Design Benchmark and Analytics • Plan Design Alternatives - Cost Modeling • Renewal Forecast • Actuarial Evaluation of Plan Designs using HHS AV Calculator Mid Plan Year – Pre-Renewal Strategy Meeting – Site Visit • Key Performance Indicators • Generational Study (including age 60+ member study) • Network Utilization and Discounts • High-Cost Claimants • Overall Plan Performance • Blue Insight (Carrier Equivalent) • Renewal Forecasting and Suggested Plan Alternatives • Plan Design Benchmarking • Retiree Carve Out Analysis • Network Options • Rx - PBM Analysis (depending on data availability) • Strategy Recommendations for Renewal • Plan design, employee cost sharing, product, carrier, network, communication strategies. Renewal Market Analysis – Site Visit • Prepare Renewal Specifications – ACA Compliant • Conduct RFP - Seek Quotes to Analyze and Compare Market • Negotiate Renewal and Market Pricing with Carriers/Vendors • Present Findings to Client	



Plan Year End Review - Site Visit or Virtual • Executive Healthcare Cost Analysis (year-end close out showing plan performance plus ○ Open Enrollment Review ○ CBA review ○ Blue Insight: Medical, Rx ○ Demographic Review ○ Plan Costs vs. Expected vs. Maximum (per capita) ○ Industry or carrier benchmarks (where available) ○ Plan administrative costs (per capita) ○ High-cost claimants ○ Utilization by service type (professional, in-patient, out-patient, pharmacy, and specialty pharmacy) ○ Office visits per thousand ○ Emergency room visits per thousand and cost ○ Medical diagnostic categories ○ Top 10 pharmacy charges ○ RX review – generic, mail order, specialty drug usage ○ Year-end summary of plan and contribution changes ○ Year-end summary of migration and analysis of cost impact ○ Utilization Containment Strategies ACA Impact Analysis • Penalty 4980H (a) and (b) Impact • Patient Centered Outcomes Research Institute Tax (PCORI) • Employee Eligibility Determination if needed • Strategies to Mitigate Rising Cost	
Compliance Support	Included
Designated Account Executive to assist with Health Care Reform News, Review of Compliance Requirements and Support Questions as requested: • COBRA • FMLA • HIPAA • HIPAA Privacy • ADA • Section 125 • Medicare Part D • CHIPRA • ACA • Compliance Newsletter Blast	



Administrative Services – Compliance	
• COBRA Administration (Outside Vendor) • Springbuk Analytics or similar (Outside Vendor) • Employee Navigator Administrative Service (Outside Vendor) • Mineral (Outside Vendor) • Plan Document and Group Policy/SPD/Certificate Review • Compliance Audit • Agency Engagement in Health Care Legislation on State and Federal Level • Model Notices (including ACA) • FMLA Administration • FSA Administration	Included Included Included Included Included Included Included TBD TBD
Other Services	Included
Eligibility Management Assistance • Determining Full-Time Status (per ACA) • Vetting of Online Enrollment and Communication Systems • Developing Participation Guidelines: Working Spouse Waiver Rules, Eligibility • Documentation Requirements • Contribution Strategies Employee Communication and Services • Onsite or Webcast Open Enrollment Meetings • Custom PowerPoint Presentations with voice over • Benefit Summary Guides • Employee Benefit Technology Enrollment Employee Benefit Website Portal – Employee Navigator • An easy way to provide information to your employees • This Portal is a complete employee communication system that helps you streamline processes, and improve communication • Online Enrollment Capabilities • Carrier Resources and Tools (including EDI File Feeds) Designated Horton Employee Claims Advocate / Product Support Claims, Billing, Eligibility Assistance, Benefit Administration Assistance Employer Services: Mineral Benefit Resource • HR-related articles • Access to a community of HR Professionals Benefit Education and Communication • Healthcare Literacy • Benefit Alerts • Compliance – Legislative Alerts	



Additional Services - Medicare Resources	Included
• Medicare 101 Training • Onsite Medicare Seminar for groups of 10 or more • Virtual Medicare Webinar for groups less than 10 One on One Medicare counseling available	
Additional Expertise Available Through Horton	
WORKSITE - Voluntary Benefits The Horton Group helps organizations improve morale and free up staff by offering well-designed, optional products such as individual life, short-term and long-term disability and supplemental vision, dental and high-deductible health plan gap plans including: critical illness and accident insurance.	
Personal Lines Horton Personal Insurance helps business owners, key executives and employees protect their homes, automobiles, watercraft and more. Services include annual detailed coverage reviews and programs designed for high-net worth individuals.	
Property & Casualty / Risk Management Services Horton Risk Management Services provides property, general liability, automobiles, excess liability, workers' compensation, employment practices liability, crime, fiduciary liability, professional liability and directors and officers insurance as well as many other products in a variety of industries.	
Safety Consulting and Loss Control From employee orientation and training to job-site inspections, Horton helps contractors and other commercial clients manage claims, facilitate appropriate return-to-work programs and incorporate safety into every aspect of their business operation	
Financial Wellness By merging with Marsh & McLennan Agency, Horton has deepened its resources to include Retirement planning expertise and can assist organizations with services to maximize the organization's fiduciary protection, eliminate personal liability and hidden conflicts of interest while making a difference in the financial lives of their employees.	
Population Health Management / Worksite Wellness By merging with Marsh & McLennan Agency, Horton assists clients with expanding worksite wellness efforts or helps create them from the ground up. This can include biometric screenings, flu shots, and much more.	
Benefit Technology / Benefit Concierge Services Horton can provide consultation and vetting of third-party benefit technology software to assist with open enrollment, payroll and HRIS needs.	



Interoffice Memo

Date: July 24, 2025

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

From: Angela Arrigo, HR Director

Subject: 401(a) Program for Police Command Staff

We continue to evaluate the internal pay equity for the police command staff positions of Division Police Commander, Deputy Police Chief and Police Chief. These positions are non-union and covered under the Merit-Based Compensation Pay Schedule with established pay ranges. Although these positions are aligned with other leadership positions in the Directors and Senior Managers pay group, internal inequity within the ranks of the police department continues to remain an issue.

The current ranks of Patrol Officer and Sergeant are collectively bargained positions and paid according to the terms of the respective bargaining agreement. The rate of Sergeant is based on a percentage over the maximum rate of a Patrol Officer. The maximum annualized pay rate of Sergeant is \$131,560 (under expired agreement). The fiscal year 2026 entry level compensation of Division Police Commander is \$125,296, of Deputy Police Chief is \$137, 826, and of Police Chief is \$151, 608. In a recent study that included comparable other municipal community salary survey data, these three positions' minimum pay rate and pay ranges all fell at or above the 75th percentile average. Thus, no recommendations for minimum pay or pay grade changes are warranted.

Although current and future incumbent(s) pay has been determined accordingly in the respective pay range(s) based on their qualifications, knowledge, skills, and abilities, the compression issue between the rank of Sergeant and command staff continues to remain a challenge and concern. It is recommended that an alternative option to base compensation focused on enhancing the total compensation and benefits package specifically for these command positions is considered.

It is recommended that the addition of a 401(a) plan funded with Village contributions is added to the total compensation package for these positions. A 401(a) plan is a type of retirement savings account established by employers (mostly public sector) offering control over the plan design and allowing employers to contribute a fixed amount or a percentage of an employee's salary. Funds are contributed and invested similar to other retirement plans, but cannot be withdrawn until attainment of retirement age and only after separation of service, and the employer does not pay any employer taxes on contributions made.

The National Public Pension Fund Association (NPPFA) is a leader in providing retirement solutions for public sector employees. NPPFA is a registered 501(c)(3) non-profit organization founded in 2019 but developed its roots in a state-specific not-for-profit umbrella organization representing public pensions and institutional funds in 1985. As the demand grew for prudent stewardship over governmental deferred compensation 457 plans, the NPPFA was established to offer training, services, and support to investors, public employers, and their organizations. NPPFA offers the 'Wise Choice 401(a) Plan' for the exclusive benefit of employees, allows only employer contributions, offers a variety of investment choices, provides employees with direct access to local NPPFA representatives, and has no cost to the employer.

It is recommended that the NPPFA 'Wise Choice 401(a) Plan' is adopted and funded with Village contributions at 4% of base salary on a per payroll basis for the positions of Division Police Commander, Deputy Police Chief, and Police Chief. The estimated total cost for fiscal year 2026 is \$28,258.71, which will be funded with vacancy savings.

The Wise Choice for Public Employees[®]

401(a) Plan

Sponsored by the National Public Pension Fund Association (NPPFA)



NPPFA Benefits On-Demand Representatives

Our representatives are available to meet with you on an individual basis. To schedule an appointment, learn more about our *Wise Choice for Public Employees* 401a Plan, or how we can help you reach your retirement goals, please contact us at:

Joel Babbitt
1-773-427-2060
joelb@nppfabenefits.org

Anita Kochar
1-847-323-0219
anitak@nppfabenefits.org

Brandon Blough
1-217-267-1168
bdblough@nppfabenefits.org

LJ Kielczynski
1-224-661-3313
ljk@nppfabenefits.org

Scott Laverd
1-941-208-2229
scottl@nppfabenefits.org

Jeff Hackman
1-847-503-0786
jeffh@nppfabenefits.org

NPPFA Benefits Service
1-866-994-6312
service@nppfabenefits.org

FAQs regarding your 401(a) Plan

WHAT IS A 401(a) PLAN?

A 401(a) plan is a type of defined contribution retirement plan that is offered by government and non-profit employers. Contributions to a 401(a) plan are typically made by the employer and may be mandatory or voluntary. Participants can also make contributions to a 401(a) plan but usually do not. The funds in the plan are invested and grow tax-deferred until they are withdrawn, at which point they are taxed as ordinary income. Additionally, a 401(a) plan may include a "defined benefit" component, where the employer promises to pay a certain benefit to the employee at retirement, based on factors such as salary and years of service. NPPFA Benefits can help you establish the type of 401(a) plan that meets your specific objectives.

WHAT ARE THE CONTRIBUTION SOURCES FOR A 401(a) PLAN?

There are generally two types of contributions that can be made to a 401(a) plan:

1. **Employer contributions:** These contributions are made by the employer and may be mandatory or voluntary. Employers may choose to contribute a fixed dollar amount or a percentage of an employee's salary to the plan. These contributions are typically used to fund the defined benefit component of the plan.
2. **Employee contributions:** Employee contributions are sometimes allowed in a 401(a) plan but often are not. If a plan allows for employee contributions, then typically the plan would require contributions for all eligible participants (these are pre-tax contributions) or a plan may allow participants to make voluntary contributions on an after-tax basis, limited to 25% of their compensation.

WHAT IS THE MAXIMUM YEARLY AMOUNT THAT CAN BE CONTRIBUTED TO A 401(a) ACCOUNT?

The total annual contribution limit for 401(a) defined contribution plan under Section 415(c)(1)(A) of the Internal Revenue Code is \$66,000 in 2024. This maximum includes both the employer's contributions and the participant's voluntary contributions to the account.

Participants may contribute to both a 457(b) plan as well as to a 401(a) plan. 457(b) and 401(a) plan contribution limits are separate, and dollars contributed to one plan do not reduce the amounts that can be contributed to the other plan.

HOW DOES VESTING WORK IN A 401(a) PLAN?

Vesting in a 401(a) plan refers to the process of an employee becoming entitled to the employer's contributions to their retirement plan account. In other words, vesting is the process of an employee earning the right to keep the employer contributions to their account even if they leave the company before retirement.

There are two types of vesting schedules: cliff vesting and graded vesting.

1. **Cliff vesting:** Under cliff vesting, an employee is 100% vested in the employer's contributions after a certain number of years of service. For example, an employee may be 100% vested after three years of service.
2. **Graded vesting:** Under graded vesting, an employee gradually becomes vested in the employer's contributions over a certain number of years. For example, an employee may be 20% vested after one year of service, 40% vested after two years of service, and so on, until they become fully vested after a certain number of years.

It's worth noting that vesting schedules vary depending on the plan and the employer, so you should check the plan documents or consult with your plan administrator, NPPFA Benefits, to determine the vesting schedule for your plan. It's also important to know that in some plans, the employer contributions are mandatory, and vesting is not an issue since the employee is entitled to the contributions as soon as they are made.

WHAT ARE THE BENEFITS OF PARTICIPATING IN A 401(a) PLAN?

There are several benefits to participating in *The Wise Choice for Public Employees* 401(a) plan:

1. **Retirement income:** 401(a) plans offer a source of retirement income, which can provide financial security during retirement.
2. **Tax-deferred growth:** Contributions and investment earnings in the plan grow tax-deferred, which means that you do not have to pay taxes on the money until you withdraw it. This can result in significant tax savings over time.
3. **Employer contributions:** Employers may make contributions to the plan on behalf of the employee, which can help to increase the employee's retirement savings.
4. **Defined benefit component:** 401(a) plans may include a defined benefit component, which promises to pay a certain benefit to the employee at retirement, based on factors such as salary and years of service.
5. **Access to managed account services:** Transamerica's *PortfolioXpress*® is an automated investment solution designed to help participants save and invest wisely for and throughout retirement. This service automatically invests and rebalances participant portfolios based on their selected retirement date to maximize returns and minimize risk.
6. **Distributions may be exempt from state income tax (varies by state).**
7. **Creditor protection:** The assets of 401(a) plans are generally protected from creditors in case of bankruptcy or other legal judgments.
8. **Portability:** 401(a) plans are portable, which means that the employee can take the plan with them if they leave their employer.

WHAT HAPPENS IN THE EVENT OF MY DEATH?

In the event of your death, your designated beneficiaries are entitled to receive all remaining vested assets.

WE ARE HERE TO HELP

If you have any questions regarding your 401(a) plan, our NPPFA Benefits service representatives are readily available to conduct meetings in person, via phone call, or virtual video conference at a time and place that works best for you. Please go to www.nppfabenefits.org and choose the Book an Appointment tab to schedule a meeting time with a service representative. Alternatively, you can reach our office staff below:

OFFICE HOURS:

Mon-Fri 9am-5pm CST

PHONE:

866-994-6312 (call or fax)

EMAIL:

service@nppfabenefits.org

ADDRESS:

1701 E. Lake Avenue, Suite 400
Glenview, IL 60025

Securities offered through Kestra Investment Services, LLC, Member FINRA/SIPC. Kestra Investment Services, LLC is not affiliated with NPPFA Benefits, or any other entities listed. Investor Disclosures: <https://bit.ly/KF-Disclosures>. The Wise Choice for Public Employees is a registered trademark of the Wealth Resource Group. All rights in this trademark are expressly reserved.

CAN I CHOOSE MY OWN INVESTMENTS?

Yes. Similar to your 457 deferred compensation plan, you will have your own 401(a) account and can choose from a list of investment options offered by the *Wise Choice for Public Employees*® plan. Investment options consist of 15 core asset class specific Vanguard indexes, 5 Vanguard lifestyle funds (asset allocation funds), and a fixed stable/value fund without the typical liquidity restrictions. A managed account called PortfolioXpress® is provided at no additional fee. A complete list of our investment options can be found in the Funds at a Glance flyer.

HOW DO I SET UP MY ACCOUNT?

To set up your account, go to www.nppfabenefits.org and select Transamerica Account from the toolbar. For first time users, follow the prompt to “enroll.” If you need assistance, please contact your local service representative or NPPFA Benefits customer service at 1-866-994-6312.

ACCOUNT ACCESS

Access to your 401(a) plan will depend on the specific plan rules and regulations. Generally, you will be able to access your account balance and investment options at any time, but you will not be able to withdraw funds from the plan until you reach a certain age or meet certain criteria (for example, reaching retirement age or separating from service).

You will also have access to certain financial planning tools and resources that are provided by NPPFA Benefits/Transamerica. These tools may include retirement calculators, investment education and advice, PortfolioXpress, and other resources to help you manage your plan and plan for retirement.

In general, 401(a) plans have stricter withdrawal restrictions, and usually the funds can only be withdrawn under a very specific set of circumstances such as retirement, disability, death, or severe financial hardship.

When contemplating taking an early distribution, participants should consider the following factors:

- Taxes are paid only on withdrawn amounts. Funds that remain in the account, and any future investment earnings, continue to accumulate tax-deferred until they are withdrawn.
- Withdrawals prior to age 59½ or the plan’s normal retirement age, whichever is less, may be subject to a 10% early withdrawal penalty from the IRS.
- Withdrawals are subject to a 20% mandatory federal tax withholding if the participant elects to directly receive funds eligible for rollover to another employer plan or an IRA.
- Distribution of assets must begin no later than April 1 of the year following the year the participant reaches age 72.



Your Investment Funds at a Glance

Short Bonds/Stable Money Market

Fund Name/Type	Investment Objective	401(a) Expense Ratio	Underlying Investment Ticker Symbol
Vanguard Federal Money Market Inv	Seeks to provide current income and preserve shareholders' principal investment by maintaining a share price of \$1.	0.78%	VMFXX
Vanguard Short Term Investment Grade Admiral	Designed to give investors exposure to high and medium quality, investment grade bonds with short term maturities. The fund invests in corporate bonds, pooled consumer loans, and U.S. government bonds.	0.98%	VFSUX

Intermediate/Long Term Bonds

Vanguard Total Bond Market Index I	Designed to provide broad exposure to U.S. investment grade bonds. Reflecting this goal, the fund invests about 30% in corporate bonds and 70% in U.S. government bonds of all maturities (short, intermediate, and long term issues).	0.98%	VBPIX
Vanguard Inflation Protected Securities I	Designed to protect investors from the eroding effect of inflation by investing in securities that seek to provide a "real" return. The fund invests in bonds that are backed by the full faith and credit of the federal government and whose principal is adjusted quarterly based on inflation.	0.98%	VIPIX

Aggressive Bonds

Vanguard High Yield Corporate Admiral	Invests in a diversified portfolio of medium and lower quality corporate bonds, often referred to as "junk bonds."	1.08%	VWEAX
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Large Cap Stocks

Vanguard Value Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow at a slower pace than the broad market; follows a buy and hold approach.	0.98%	VVIAX
Vanguard Institutional Index I	Tracks the performance of the Standard & Poor's 500® Index.	0.63%	VINIX
Vanguard Large Cap Index I	Invests only in stocks of large U.S. companies.	1.13%	VLISX
Vanguard Growth Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow more quickly than the broad market.	1.23%	VIGAX

Small/Mid Cap Stocks

Vanguard Mid Cap Value Index Admiral	Offers exposure to mid-capitalization U.S. value stocks.	1.23%	VMVAX
Vanguard Mid Cap Growth Index Admiral	Offers exposure to the stocks of mid-capitalization U.S. growth oriented companies, which tend to grow more quickly than the broader group of medium sized companies.	1.33 %	VMGMX
Vanguard Small Cap Value Index I	Offers exposure to the stocks of small-capitalization U.S. value companies, which tend to grow more slowly than the broader group of small sized companies.	1.48%	VSIIX
Vanguard Small Cap Index I	Provides broad exposure to the small-capitalization U.S. equity market. The fund seeks to track an index of small sized companies.	1.48%	VSCIX
Vanguard Small Cap Growth Index I	Offers exposure to small-capitalization U.S. growth stocks, which tend to grow more quickly than the broader market. The fund seeks to track a growth style index of small sized companies.	1.53%	VSGIX
Vanguard REIT Index I	Invests in real estate investment trusts - companies that purchase office buildings, hotels, and other real estate property.	1.33%	VGSNX

International Stocks

Vanguard Total Intl Stock Index	The fund tracks stock markets all over the globe with the exception of the United States.	1.38%	VTSNX
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Multi Asset/Other

Vanguard Target Retirement 2060 Inv	Invests in four Vanguard index funds, holding approximately 90% of assets in stocks and 10% in bonds.	1.42%	VTTSX
Vanguard Life Strategy Conservative Growth Inv	Seeks to provide current income and low to moderate capital appreciation. The fund holds 60% of its assets in bonds, a portion of which is allocated to international bonds, and 40% in stocks.	1.25%	VSCGX
Vanguard Life Strategy Growth Inv	Seeks to provide capital appreciation and some current income. The fund holds 80% of its assets in stocks, a portion of which is allocated to international stocks, and 20% in bonds, a portion of which is allocated to international bonds.	1.37%	VASGX
Vanguard Life Strategy Income Inv	Seeks to provide current income and some capital appreciation and is the most conservative. The fund holds 80% of its assets in bonds, a portion of which is allocated to international bonds and 20% in stocks, a portion of which is allocated to international stocks.	1.21%	VASIX
Vanguard Life Strategy Moderate Growth Inv	Seeks to provide capital appreciation and a low to moderate level of current income. The fund holds 60% of its assets in stocks, a portion of which is allocated to international stocks, and 40% in bonds, a portion of which is allocated to international bonds.	1.31%	VSMGX

Fixed

Standard Stable Asset Fund III	Interest Rates: The guaranteed crediting rate is declared in advance and is reset quarterly. The declared crediting rate will never be below 1.00%. Principal and interest are guaranteed by Standard Insurance Company. For the latest credited rate information, please log into your account at my.trsuretire.com .	N/A	N/A
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Mutual funds are sold by prospectus. Please consider the charges, risks, expenses and investment objectives carefully before investing. A prospectus containing this and other information about the investment company can be obtained from your financial professional. Read it carefully before you invest or send money.

PORTFOLIOXPRESS®

“My financial picture is relatively straightforward, so an investment strategy based on when I plan to retire (and my comfort with risk) is probably a good starting point.”

If this statement applies to you, consider *PortfolioXpress*, our automatic asset allocation and rebalancing service. *PortfolioXpress* is offered at no additional cost, although you will continue to pay any fees related to the underlying funds in which your account is invested.

ONE-STEP DIVERSIFICATION

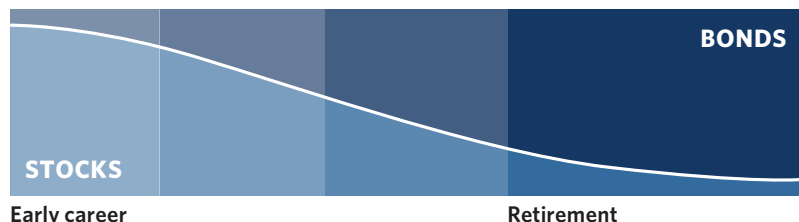
Using your plan's fund lineup, *PortfolioXpress* creates a diversified investment mix based on your risk preference and anticipated retirement year.

Once you agree, the service automatically:

- Rebalances your account and future allocations to reflect your mix.
- Rebalances your portfolio to maintain your mix as needed.
- Adjusts your mix to become more conservative over time.

Your circumstances may change over time, so review your investing strategy periodically to make sure it continues to reflect your current situation. You can adjust your *PortfolioXpress* settings at any time at trsretire.com.

A GLIDE PATH CHARTS THE COURSE FOR YOUR INVESTMENT MIX.



The glide path above is illustrative and does not represent a specific asset allocation at any given time. Be sure to review the investment mixes and glide path before investing.

Sign up for *PortfolioXpress*:



VISIT

[Transamerica.com]



CALL

[800-755-5801]

PortfolioXpress® is a registered service mark of Transamerica Retirement Solutions, LLC (Transamerica). *PortfolioXpress*® presents a series of asset allocation models up to and through a designated retirement year. You are solely responsible for choosing the retirement year [and risk preference]. By subscribing to the service, you agree to each of the asset allocation mixes and automated rebalancing transactions that will take place over time within your account as you approach the selected retirement year. If you sign up, you should carefully review the service agreement for additional information regarding fees and other terms and conditions that may apply to this service. Although the *PortfolioXpress*® service is offered at no additional cost, you will continue to bear the fees of the underlying funds in which the account is invested. *PortfolioXpress*® is designed as investment education and is structured to comply with the Investment Education Exception under the Fiduciary Rule (DOL Regulation § 2510.3-21 - Definition of “Fiduciary”). Transamerica Retirement Solutions or its affiliates do not provide investment advice for *PortfolioXpress*®. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

Transamerica Retirement Solutions (TRS) is affiliated with Massachusetts Fidelity Trust Company (MFTC) through which TRS provides certain investment education services to plan participants and other administrative services on behalf of the plan. MFTC is an Iowa trust company with its principal office located at 4333 Edgewood Road NE, Cedar Rapids, IA 52499. All Transamerica companies identified are affiliated, but are not affiliated with your employer.

NOT INSURED BY FDIC OR ANY
FEDERAL GOVERNMENT AGENCY

MAY LOSE
VALUE

NOT A DEPOSIT OF OR
GUARANTEED BY ANY BANK

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TRANSAMERICA®

PortfolioXpress® Profile and Service Agreement

The Wise Choice for Public Employees

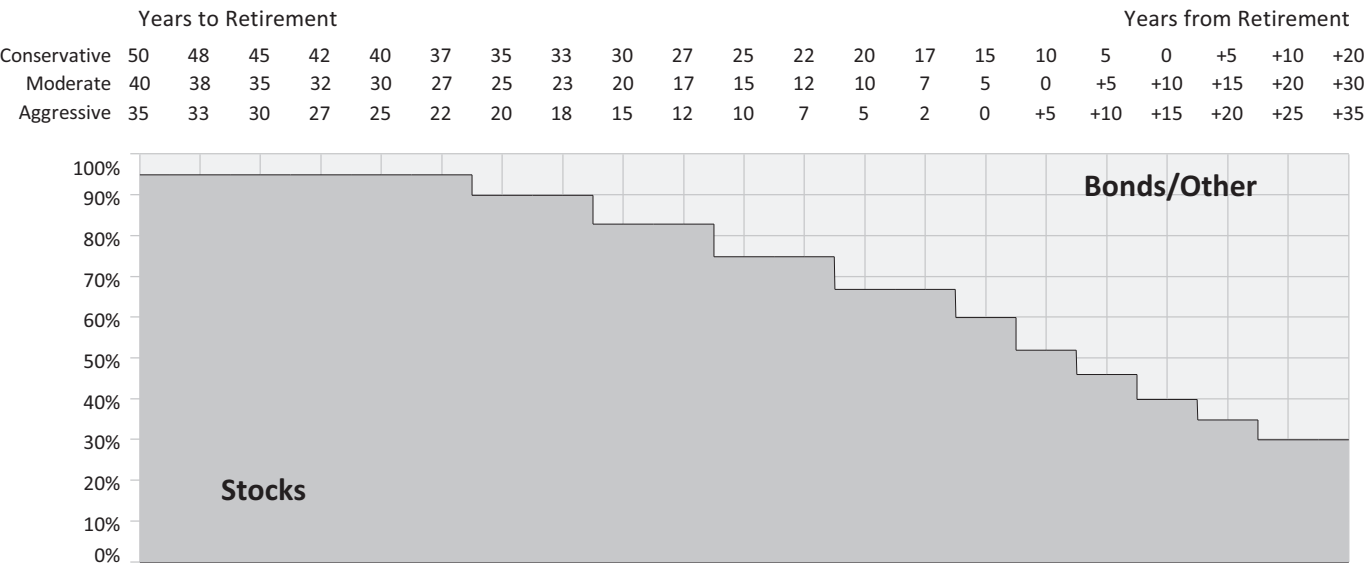
One-step diversification with PortfolioXpress

Effective Date: 11/21/2017

PortfolioXpress is a service that establishes your investment mix based on the retirement year and risk preference you select. PortfolioXpress allocates to funds available for investment in your plan and regularly rebalances your account to a more conservative mix over time.

You can also subscribe to PortfolioXpress and see more details on specific funds; visit my.trsretire.com.

Investment Glidepath



How to locate your starting portfolio on the chart

In order to locate your starting portfolio, use the Investment Allocation chart on the following pages. First, determine your risk preference, which is represented by one of the three lines located at the top of the chart and labeled "conservative" "moderate" or "aggressive." For example, if you consider yourself a conservative investor, choose the line labeled "conservative."

Once you've located the appropriate line for your risk preference, follow that line across until you locate the number that corresponds to your "years to retirement." You can determine your years to retirement by subtracting your current age from your designated retirement year. (Your "designated retirement year" is the year you expect to retire, such as age 65, which is not necessarily the same as the normal retirement age, if any, under your retirement savings plan.) The resulting number is your years to retirement for purposes of the service. (Note: if your actual years to retirement falls between two numbers on the chart, select the higher number as your years to retirement.)

Once you've located your years to retirement for your selected risk preference, the portfolio located directly beneath your years to retirement is your starting portfolio under the service. The chart shows how your starting portfolio is initially allocated between various types of stocks and bonds; and also shows how and when your portfolio will be automatically reallocated over time as you approach the designated retirement year and the years thereafter. (The term "Bonds" in the chart may also include short-term fixed income securities such as those found in money market funds.) For additional information about how each asset class is allocated among the funds available in your plan, please visit my.trsretire.com. If you are subscribing to the PortfolioXpress service, you will automatically be enrolled in the "moderate" risk preference category. Should you prefer to change your risk preference, you may do so online at my.trsretire.com

PortfolioXpress presents a series of asset allocation models that are designed to take you up to and through a designated retirement year. You are

solely responsible for selecting the retirement year and risk preference. By subscribing to the service, you agree to each of the asset allocation mixes, and automated rebalancing transactions that will take place over time within the account as you approach your selected retirement year. If you are defaulted into this service by your employer, your designated retirement year is specified in the default investment notice provided to you with the PortfolioXpress Profile and Service Agreement. You will continue to bear the fees of the underlying funds in which the account is invested. You can obtain additional information at www.trsretire.com.

Investment Allocation

	Years to Retirement																Years from Retirement					
Conservative	50	48	45	42	40	37	35	33	30	27	25	22	20	17	15	10	5	0	+5	+10	+20	
Moderate	40	38	35	32	30	27	25	23	20	17	15	12	10	7	5	0	+5	+10	+15	+20	+30	
Aggressive	35	33	30	27	25	22	20	18	15	12	10	7	5	2	0	+5	+10	+15	+20	+25	+35	
Bonds	5%	5%	5%	5%	5%	5%	10%	10%	17%	17%	25%	25%	33%	33%	40%	48%	54%	60%	65%	70%	70%	
Short Bonds/Stable/MMkt	-	-	-	-	-	-	-	-	-	-	2%	2%	3%	3%	5%	8%	10%	11%	13%	14%	14%	
Vanguard Federal Money Market Inv	-	-	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	2%	3%	3%	4%	4%	4%	
Standard Stable Asset Fund III	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	4%	4%	5%	5%	5%	
Vanguard Short-Term Investment-Grade Adm	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	3%	4%	4%	5%	5%	
Interm./Long-Term Bonds	3%	3%	3%	3%	3%	3%	7%	7%	13%	13%	19%	19%	25%	25%	29%	34%	37%	41%	44%	48%	48%	
Vanguard Total Bond Market Index I	2%	2%	2%	2%	2%	2%	5%	5%	9%	9%	13%	13%	17%	17%	20%	23%	25%	28%	30%	32%	32%	
Vanguard Inflation Protected Secs I	1%	1%	1%	1%	1%	1%	2%	2%	4%	4%	6%	6%	8%	8%	9%	11%	12%	13%	14%	16%	16%	
Aggressive Bonds	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%	
Vanguard High-Yield Corporate Adm	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%	
Stocks	95%	95%	95%	95%	95%	95%	90%	90%	83%	83%	75%	75%	67%	67%	60%	52%	46%	40%	35%	30%	30%	
Large-Cap Stocks	43%	43%	43%	43%	43%	43%	42%	42%	39%	39%	36%	36%	33%	33%	30%	27%	24%	21%	19%	16%	16%	
Vanguard Value Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%	
Vanguard Institutional Index I	7%	7%	7%	7%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	5%	4%	4%	3%	3%	2%	2%	
Vanguard Large Cap Index I	8%	8%	8%	8%	8%	8%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	4%	4%	4%	2%	2%	
Vanguard Growth Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%	
Small/Mid-Cap Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	20%	20%	17%	17%	15%	12%	11%	10%	8%	7%	7%	
Vanguard Mid-Cap Value Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%	
Vanguard Mid-Cap Growth Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%	
Vanguard Small Cap Value Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%	
Vanguard Small Cap Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	1%	1%	
Vanguard Small Cap Growth Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%	
Vanguard REIT Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	2%	2%	2%	2%	1%	2%	2%	2%	2%	
International Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	13%	11%	9%	8%	7%	7%	
Vanguard Total Intl Stock Index I	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	13%	11%	9%	8%	7%	7%	
Multi-Asset/Other	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Multi-Asset/Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

THE NPPFA STORY

The National Public Pension Fund Association (NPPFA) developed its roots in a state specific not-for-profit umbrella organization representing police and fire defined benefit retirement funds in 1985. As the demand grew for prudent stewardship over governmental deferred compensation 457(b) plans, the NPPFA was established to offer low-cost benefit programs to public sector employees on a national level.

The Wise Choice for Public Employees® 457(b) deferred compensation plan was established to incorporate best practice plan design and pricing to help public sector employees, regardless of size, achieve greater retirement plan account balances. This plan was built by pooling the buying power of hundreds of local units of government in the United States with a single vendor. The NPPFA believes no public sector employee should have less money at retirement just because he or she works for an employer that does not have the size to negotiate large case pricing. The two largest 457 vendors have multiple pricing schemes whereas the NPPFA 457(b) plan offers a single price. Over the years, this single price has come down as the co-op has increased in size.

By pooling the buying power of local units of government, the NPPFA has been able to negotiate a program that normally would require a single employer to have \$50 million in available assets for deposit before this fee structure would be available. Within the core funds, *The Wise Choice for Public Employees* plan provides total delivered pricing from 0.00% – 1.53% annually.

Since the inception of program, the plan has saved participants over \$40 million in fees. Currently, there are over 275 units of government participating in the co-op with over \$750 million in managed assets.

The NPPFA Board of Directors hired NPPFA Benefits to initially create the plan and then subsequently contracted NPPFA Benefits to exclusively provide the Education, Sales, and Marketing for the NPPFA 457(b) *Wise Choice for Public Employees*® Plan, NPPFA 401(a) *Wise Choice for Public Employees*® Plan, the Retirement Healthcare Funding Plan, and the *Wise Choice for Educators*® 403(b)/457(b) Plan.



Scan QR code with your smartphone to:



Visit the app store and download the Transamerica app.



Visit the NPPFA Benefits website.



Access your account or establish a new one.



Interoffice Memo

Date: August 6, 2025
To: Village Board
From: Anthony Ardolino, Director of Information Technology
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Annual Renewal of CodeRED Emergency Notification System

The Village utilizes the CodeRED system from OnSolve as its primary mass emergency notification platform. In April 2025, its functionality was expanded to include integration with the Village's enterprise email system, enabling enhanced internal communication capabilities.

This item represents the annual renewal for the cloud-hosted CodeRED software provided by OnSolve. As OnSolve is the sole source provider of this proprietary software and its associated support services, a competitive bidding or quotation process is not applicable.

The proposed renewal cost is \$30,381.53 and covers the period from September 1, 2025, through August 31, 2026.

Funding for this renewal is included in the approved FY26 operating budget under account 11-00-000-72655



Sales Quote: Q-730914

Offer Expires: August 26, 2025

Prepared for:

Dennis Maleski
Systems Administrator
Tinley Park, Village of, IL
17355 South 68th Court
Tinley Park, IL 60477
(708) 444-5081
dmaleski@tinleypark.org

Prepared by:

Caitlin Leap
Account Manager
OnSolve
6240 Avalon Blvd
Alpharetta, GA 30009

caitlin.leap@onsolve.com

Payment Terms: Net 30

Billing Frequency: Annually

Currency: USD

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Renewal	09/01/2025 - 08/31/2026	1	\$25,031.53	\$25,031.53
CodeRED Weather Warning	09/01/2025 - 08/31/2026	1	\$0.00	\$0.00
CodeRED Open Notification Express (ONE)	09/01/2025 - 08/31/2026	1	\$5,350.00	\$5,350.00
Critical Communications Subscription Fees				\$30,381.53

ORDER TOTAL

\$30,381.53

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$30,381.53
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*The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.



Interoffice Memo

Date: August 6, 2025
To: Village Board
From: Anthony Ardolino, Director of Information Technology
Cc: Patrick Carr, Village Manager, Hannah Lipman, Assistant Village Manager/Interim Finance Director

Subject: Annual maintenance renewal 911 dispatch software (CAD)

The Village's 911 Communications Center relies on the ONESolution software suite from Central Square Technologies to support critical public safety operations. This system facilitates the dispatch of police, fire, and EMS services, enables communication with field personnel, and manages the tracking and recording of emergency calls and related data.

The annual renewal covers continued use of ONESolution for the 911 dispatch center, the Police Department's records management system, and associated data integrations essential to daily operations.

Central Square Technologies (formerly Superion) is the sole source provider for this software and its maintenance. As such, a competitive bidding or quotation process is not applicable.

The proposed renewal cost is \$163,595.97 and covers the period from August 8, 2025, through August 31, 2026.

Funding is budgeted in the approved FY26 operating budget via the account 01-21-210-72655

Renewal Order #: Q-218754
Start Date: August 8, 2025
End Date: August 31, 2026
Billing Frequency: Yearly
Subsidiary: Superior, LLC**Renewal Order prepared for:**
Anthony Ardolino, IT Director
Tinley Park Police Department
16250 S. Oak Park Avenue
Tinley Park, IL 60477
(708) 444-5086

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	JMS-MS DISPLAY Annual Maintenance Fee	1	1,918.52 USD
2.	NaviLine State Connect Interface Annual Subscription Fee	1	0.00 USD
3.	Neverfail Virtual Enterprise Bundle Up to 5 VMS Annual Maintenance Fee	1	2,498.40 USD
4.	Neverfail Virtual Enterprise Bundle Up to 5 VMS Annual Maintenance Fee	1	9,993.60 USD
5.	ONESolution Accident Annual Maintenance Fee	1	332.51 USD
6.	ONESolution Accident Wizard Annual Maintenance Fee	40	1,943.60 USD
7.	ONESolution Animal Control Annual Maintenance Fee	1	972.04 USD
8.	ONESolution CAD Client AVL License Annual Maintenance Fee	6	2,302.26 USD
9.	ONESolution CAD Console License Annual Maintenance Fee	2	1,896.12 USD
10.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	5	2,429.95 USD
11.	ONESolution CAD Map Display & Map Maintenance Software License Annual Maintenance Fee	1	1,336.53 USD
12.	ONESolution CAD Resource Monitor Display License With Maps Annual Maintenance Fee	6	1,726.56 USD
13.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	1,406.91 USD
14.	ONESolution CAD to CryWolf Interface Annual Maintenance Fee	1	1,918.52 USD

15.	ONESolution Calls For Service Annual Maintenance Fee	1	204.60 USD
16.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	16,901.97 USD
17.	ONESolution Crime Analysis Plus Annual Maintenance Fee	1	3,632.34 USD
18.	ONESolution Dashboard Annual Maintenance Fee	1	1,278.98 USD
19.	ONESolution Document Scanning and Storage Annual Maintenance Fee	1	1,304.54 USD
20.	ONESolution E911 Interface Annual Maintenance Fee	1	1,336.53 USD
21.	ONESolution Freedom Premium Annual Maintenance Fee	1	127.33 USD
22.	OneSolution Freedom Premium Annual Subscription Fee	5	912.30 USD
23.	ONESolution Link Analysis Annual Maintenance Fee	1	3,632.34 USD
24.	ONESolution Map Converter Software Annual Maintenance Fee	1	1,007.21 USD
25.	ONESolution MCT Client AVL License Annual Maintenance Fee	3	72.77 USD
26.	ONESolution MCT Client AVL License Annual Maintenance Fee	10	243.09 USD
27.	ONESolution MCT Client AVL License Annual Maintenance Fee	45	1,151.10 USD
28.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	6,727.53 USD
29.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	31	1,585.96 USD
30.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	45	8,058.15 USD
31.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	3	582.13 USD
32.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	10	1,944.81 USD
33.	ONESolution MCT Client-MAPS Annual Maintenance Fee	45	1,151.10 USD
34.	ONESolution MCT to ACS FIREHOUSE Interface	1	2,273.00 USD
35.	ONESolution MFR Client Annual Maintenance Fee	10	1,944.81 USD
36.	ONESolution MFR Client Annual Maintenance Fee	35	7,161.00 USD
37.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	35	3,581.55 USD

38.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	10	972.42 USD
39.	ONESolution MFR Client-Arrest Annual Maintenance Fee	35	2,685.55 USD
40.	ONESolution MFR Client-Arrest Annual Maintenance Fee	10	729.31 USD
41.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	1	204.61 USD
42.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	35	1,790.60 USD
43.	ONESolution MFR Client-Daily Activity Annual Maintenance Fee	10	486.21 USD
44.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	10	1,023.30 USD
45.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	35	1,790.60 USD
46.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	10	486.21 USD
47.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	4,988.11 USD
48.	ONESolution Mobile Server Software Annual Maintenance Fee	1	5,857.82 USD
49.	ONESolution NEXTGEN 911 Interface	1	2,800.33 USD
50.	ONESolution Notification Annual Maintenance Fee	1	1,585.96 USD
51.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	5,116.00 USD
52.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	5,116.00 USD
53.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
54.	ONESolution Problem-Oriented Policing Annual Maintenance Fee	1	1,074.34 USD
55.	ONESolution Professional Standards Annual Maintenance Fee	1	3,223.08 USD
56.	ONESolution Property & Evidence Annual Maintenance Fee	1	716.23 USD
57.	ONESolution PS Dev & Maint Annual Maintenance Fee	1	3,836.99 USD
58.	ONESolution Racial Profiling Annual Maintenance Fee	5	638.95 USD
59.	ONESolution Records Management System Annual Maintenance Fee	1	9,387.85 USD
60.	ONESolution Residential Security Watch Annual Maintenance Fee	1	204.61 USD
61.	ONESolution Rip & Run Printing/Faxing Annual Maintenance	1	1,336.53 USD

Fee			
62.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	25	1,214.75 USD
63.	ONESolution RMS Training Module Annual Maintenance Fee	1	303.70 USD
64.	ONESolution Sex Offender Annual Maintenance Fee	1	1,944.05 USD
65.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	3,274.22 USD
66.	ONESolution US Digital Designs Communications Gateway Annual Maintenance Fee	1	1,406.88 USD
67.	Rapid Portal Annual Maintenance Fee	1	1,910.10 USD
Total:			163,644.54 USD
Discount Total:			48.57 USD
Renewal Order Total:			163,595.97 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.



Interoffice Memo

Date: July 29, 2025

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

From: Thomas Tilton, Police Chief

Subject: Consideration of an Ordinance creating a new Chapter 84 Under Title VII of the Village Code to regulate the use of non-highway vehicles within the Village of Tinley Park.

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

Description:

I would like to request the Village Board to consider enacting an ordinance which would create a new Chapter 84 under Title VII of the Village Code to regulate the use of non-highway vehicles within the Village of Tinley Park.

This proposed ordinance (attached), pursuant to 625 ILCS 5/11-1426.1(d), 625 ILCS 5/11-1517 and 625 ILCS 5/11-1518, would define what constitutes all-terrain vehicles (ATVS), golf carts, low-speed electric scooters, low-speed electric bicycles/bikes ("e-bikes"), motor driven cycles, non-highway vehicles, and off-highway vehicles. It would define how they can be used within the Village, and where, and provides an enforcement mechanism (violation and penalty.)

Staff Direction Request:

1. Approve the ordinance as proposed.
2. Direct staff as necessary.

THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

ORDINANCE
NO. 2025-O-XXX

**AN ORDINANCE CREATING A NEW CHAPTER 84 UNDER TITLE VII OF THE
VILLAGE CODE TO REGULATE THE USE OF NON-HIGHWAY VEHICLES
WITHIN THE VILLAGE OF TINLEY PARK.**

MICHAEL W. GLOTZ, PRESIDENT
NANCY O'CONNOR, VILLAGE CLERK

WILLIAM P. BRADY
WILLIAM A. BRENNAN
DENNIS P. MAHONEY
MICHAEL G. MUELLER
KENNETH E. SHAW
COLLEEN M. SULLIVAN
Board of Trustees

VILLAGE OF TINLEY PARK

Cook County, Illinois
Will County, Illinois

ORDINANCE NO. 2025-O-XXX

AN ORDINANCE CREATING A NEW CHAPTER 84 UNDER TITLE VII OF THE VILLAGE CODE TO REGULATE THE USE OF NON-HIGHWAY VEHICLES WITHIN THE VILLAGE OF TINLEY PARK.

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park (the “Village”), Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, pursuant to 625 ILCS 5/11-1426.1(d), a municipality, by ordinance, may authorize and regulate the operation of non-highway vehicles on roadways under its jurisdiction if it determines that the public safety will not be jeopardized; and

WHEREAS, 625 ILCS 5/11-1517 and 625 ILCS 5/11-1518 also authorize municipalities to regulate the use of e-bikes and e-scooters within the municipal corporate boundaries; and

WHEREAS, the Village has determined that its ordinances need to be updated to regulate the use of non-highway vehicles, and that doing so will not jeopardize the public safety;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTIES, ILLINOIS, STATE AS FOLLOWS:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of facts as if said recitals were fully set forth herein.

SECTION 2: That a new Chapter 84 under Title VII is hereby created and consists of language as provided for in **Exhibit #1**, which is attached hereto and incorporated herein.

SECTION 3: That this Ordinance shall be in full force and effect immediately after its adoption and approval.

SECTION 4: That the Village Clerk is hereby ordered and directed to publish this Ordinance in pamphlet form, and this Ordinance shall be in full force and effect from and after its passage, approval, and publication as required by law.

PASSED THIS ____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2025.

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF COOK) SS
COUNTY OF WILL)

CERTIFICATE

I, NANCY O’CONNOR, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2025-O-**XXX**, “**AN ORDINANCE CREATING A NEW CHAPTER 84 UNDER TITLE VII OF THE VILLAGE CODE TO REGULATE THE USE OF NON-HIGHWAY VEHICLES WITHIN THE VILLAGE OF TINLEY PARK.**” which was adopted by the President and Board of Trustees of the Village of Tinley Park on _____, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this ____day of _____, 2025.

VILLAGE CLERK

EXHIBIT 1

§ 84.01 DEFINITIONS.

As used in this article the following terms shall have the meanings indicated:

ALL-TERRAIN VEHICLE. A motorized off-highway device designed to travel primarily off-highway, 50 inches or less in width, having a manufacturer's dry weight of 1,500 pounds or less, traveling on three or more nonhighway tires, designed with a seat or saddle for operator use, and handlebars or steering wheel for steering control, except equipment such as lawnmowers. Also known as an ATV.

GOLF CART. A vehicle specifically designed and intended for the purposes of transporting one or more persons and their golf clubs or maintenance equipment while engaged in the playing of golf, supervising the play of golf, or maintaining the condition of the grounds on a public or private golf course.

LOW-SPEED ELECTRIC SCOOTERS: Any device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is not more than 10 miles per hour.

LOW-SPEED ELECTRIC BICYCLES/BIKES: Low-speed electric bicycles/bikes shall be defined as provided for in Section 11-1517 of the Illinois Vehicle Code (625 ILCS 5/11-1517). Low-speed electric bicycles/bikes shall be classified as follows:

Class 1 e-bike – Low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches speeds of 20 mph.

Class 2 e-bike – Low-speed electric bicycle equipped with a motor that can be used exclusively to propel the bicycle and cannot provide assistance when the bicycle reaches speeds of 20 mph.

Class 3 e-bike – Low-speed electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and ceases to provide assistance when the bicycle reaches a speed of 28 mph.

MOTOR DRIVEN CYCLE: Any motorcycle, all-terrain vehicle, or motor scooter with less than 150 cubic centimeters piston displacement, any electric cycle or scooter, any electric or motorized pedal cycle, or any electric or motor driven skateboard, but does not include any electric toy with a maximum speed of 4 miles per hour.

NON-HIGHWAY VEHICLE. A motor vehicle not specifically designed to be used on a public highway, including all-terrain vehicles, golf carts, dune buggy, off-highway motorcycles, motor driven cycles, and recreational off-highway vehicles.

OFF-HIGHWAY MOTORCYCLE. Any motorized device designed to travel primarily off-highway on two wheels, having a seat or saddle for the use of the operator, upon or by which any person, persons or property may be transported or drawn. Also known as a dirt-bike.

RECREATIONAL OFF-HIGHWAY VEHICLE. A motorized off-highway device designed to travel primarily off-highway, 64 inches or less in width, having a manufacturer's dry weight of 2,000 pounds or less for gas-powered engines or 3,000 pounds or less for electric-powered engines, traveling on four or more non-highway tires, designed with a non-straddle seat and a steering wheel for steering control, except equipment such as lawnmowers.

§ 84.02 OPERATION OF NON-HIGHWAY VEHICLES.

It shall be unlawful for any person to operate a non-highway vehicle in the Village under any of the following conditions:

- A. At a rate of speed that is unreasonable or improper under the circumstances.
- B. On public property, including, but not limited to, public streets, sidewalks, school grounds, park property, parking lots, playgrounds, bike paths, walking paths, nature paths, recreational areas, and golf courses, without express provisions or written permission to do so by the proper public authority.
- C. No non-highway vehicle shall be operated within the right-of-way of any public street unless the vehicle complies with all state laws relating to motor vehicles to be operated on streets and highways and the operator has a valid state driver's license. A non-highway vehicle may be towed on the streets in compliance with all laws related to towing.
- D. On the private property of another without the express written permission of the owner or lessee of the property; failure to post signs does not imply consent for non-highway vehicle use.
- E. In a careless, reckless or negligent manner so as to endanger the safety of any person or property of any other person. For the purposes of this section, recklessly is defined as: any reckless act described in Chapter 625, Article V, Chapter 11, Section 5-11-503 of the Illinois Vehicle Code; or operating, riding, or controlling any personal use vehicle in the path of other motor vehicles, pedestrians, or bicyclists; or operating, riding, or controlling any personal use vehicle while clinging to any non-personal use vehicle or in such a manner as to interfere with vehicular, bicycle, or pedestrian traffic. In such instances, the Village may tow and/or impound the vehicle. The registered owner of a vehicle towed for a violation of this subsection may secure the release of the vehicle by furnishing evidence of their identity and ownership or possessory right to the vehicle, by signing a receipt for the vehicle and by paying or causing to be paid to the Village and/or the towing and impoundment service operator the assessed fines and towing and impoundment fees.
- F. While under the influence of intoxicating liquor or controlled substances or drugs. In such instances, the Village may tow and/or impound the vehicle and the operator of the vehicle may be arrested and detained pursuant to the 625 ILCS 5/11-501, *et seq.* The registered owner of a vehicle towed for a violation of this subsection may secure the release of the vehicle by furnishing evidence of their identity and ownership or possessory right to the vehicle, by signing a receipt for the vehicle and by paying or causing to be paid to the Village and/or the towing and impoundment service operator the assessed fines and towing and impoundment fees.

- G. In a manner so as to create loud, unnecessary or unusual noise so as to disturb or interfere with the peace and quiet of other persons.
- H. It shall be unlawful for any parent or any legal guardian of any minor to permit, authorize, allow or acquiesce in the operation of unlicensed non-highway vehicle use by such minor in violation of this article or to negligently fail to exercise reasonable care to prevent the operation of any unlicensed non-highway vehicle by such minor in violation of this article. Any parent or any legal guardian of any minor who fails to exercise reasonable care to prevent the operation of any unlicensed non-highway vehicle by such minor shall be guilty of a violation of this article and shall be liable for any and all damages and injuries to persons or property resulting therefrom.
- I. It shall be unlawful for any person to cause, authorize, or knowingly permit a motor vehicle, including a motor driven cycle, owned or under said person's control, to be driven upon any public streets, sidewalks, school grounds, park property, parking lots, playgrounds, bike paths, walking paths, nature paths, recreational areas, and golf courses by any person in violation of the provisions of the Illinois Vehicle Code or prohibited by ordinance.
- J. Any non-highway vehicles used by first responders, authorized personnel of another governmental body, or other persons authorized by the Village of Tinley Park shall be exempt from the conditions of this article when it is necessary in the performance of their duties.
- K. Motorized wheelchairs shall be exempt from the provisions of this article.
- L. The operation of a low-speed electric scooter is permitted in the Village of Tinley Park subject to the following provisions:
 - 1. A person may not operate a low-speed electric scooter on a highway with a posted speed limit in excess of 30 miles per hour.
 - 2. A person may not operate a low-speed electric scooter unless he or she is 18 years of age or older, and has a valid driver's license.
 - 3. A low-speed electric scooter may be parked in the same manner and same locations as bicycles may be parked.
 - 4. Every low-speed electric scooter when in use at nighttime shall be equipped with a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that is visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle, except that a lamp emitting a steady or flashing red light visible from a distance of 500 feet to the rear may be used in addition to or instead of the red reflector.

5. A low-speed electric scooter shall not be equipped with, nor shall any person use upon a low-speed electric scooter any siren. This subsection does not apply to a low-speed electric scooter that is a police vehicle or fire department vehicle.
6. Every low-speed electric scooter shall be equipped with a brake that will adequately control movement of and stop and hold the low-speed electric scooter.
7. A person may not operate a low-speed electric scooter while carrying any package, bundle, or article that prevents the operator from keeping at least one hand upon the handlebars.
8. A person may not use a low-speed electric scooter to carry more than one person at a time. A person operating a low-speed electric scooter may not attach himself or herself or the scooter to any other vehicle being operated on the public right-of-way.
9. A person may not operate a low-speed electric scooter upon any public highway in the Village while under the influence of alcohol or any intoxicating substance.
10. The use of low-speed electric scooters is not permitted on State highways.
11. Every low-speed electric scooter shall be well-maintained and in good operating condition.

M. The operation of a low-speed electric bicycle/bike is permitted in the Village of Tinley Park subject to the following provisions:

1. Low-speed electric bicycles/bikes operated in the Village shall comply with equipment and manufacturing requirements adopted by the United States Consumer Product Safety Commission under 16 C.F.R. 1512 and 625 ILCS 5/11-1517(b) and (c). No person shall knowingly tamper with or modify the speed capability or engagement threshold of a low-speed electric bicycle without replacing the label required under 625 ILCS 5/11-1517(c).
2. Any person who does not possess a valid driver's license shall not operate an electric bicycle upon any public street, parking lot, right-of-way, sidewalk, bike trail, walking trail, nature trail, or recreation area.
3. A licensed driver must also adhere to the following regulations as it relates to the operations of a low-speed electric bicycle/bike in the Village of Tinley Park:
 - i. A person may not operate an electric bicycle on a public street where the speed limit is 30 mph or greater.
 - ii. Every electric bicycle used during night hours must be equipped with a front lamp that emits a white light visible from a distance of at least 500 feet to the

front and a red reflector on the rear that is visible from all distances from 100 to 600 feet.

- iii. All electric bicycle operators shall adhere to the State of Illinois Rules of the Road regulations pertaining to bicycle usage.
- 4. Class 3 low-speed electric bicycles/bikes shall not be allowed on bike trails, walking/running trails, or any other similar trails within the Village.

§ 84.03 VIOLATION AND PENALTY

The operator or owner of any unlicensed non-highway vehicle who violates any provision of this article shall be subject to a fine of not less than \$50 for the first offense, \$150 for the second offense, \$500 for a third offense, and \$750 for a fourth offense. Each offense will be charged separately.

PUBLIC COMMENT