



VILLAGE OF THORNTON

Committee Meeting

November 04, 2024 at 6:00 PM

Village Hall – 115 East Margaret St

AGENDA

I. Call to Order

II. Public Comment

III. Committee Topics

- A. Trustee Cunningham
- B. Trustee Reynolds
- C. Trustee Kaye
- D. Trustee Glaser
- E. Trustee Atkinson

IV. Treasurer Frye

V. Engineer Kaminsky

VI. Attorney Dillner

- [A.](#) Truth in Taxation Declaration
- [B.](#) Redevelopment Agreement - 30 Arrowhead
- [C.](#) South Suburban Emergency Response Team (SSERT) Joint Task Force Agreement

VII. Administrator Wiak

- [A.](#) Reorganization of Village Hall Staff - effective May 1, 2025 (FY26)
- [B.](#) The Village of Thornton Historical Society's Christmas Open House Raffle Waiver Request

VIII. Acting President Pisarzewski

IX. Old & New Business

X. Adjournment

NOTICE OF PROPOSED PROPERTY TAX INCREASE FOR THE VILLAGE OF THORNTON, COOK COUNTY
ILLINOIS

- I. A public hearing to approve a proposed property tax levy increase for the Village of Thornton for 2024 (payable in 2025) will be held on ... (date) ... at ... (time) ... at ... (location).

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Melissa Wiak, Village Administrator, 115 E. Margaret Street, Thornton, IL 60476, telephone 708-877-4456.

- II. The corporate and special purpose property taxes extended or abated for 2023 were \$3,041,278. The proposed corporate and special purpose property taxes to be levied for 2024 are \$3,292,858. This represents 8.27% increase over the previous year.
- III. The property taxes extended for debt service and public building commission leases for 2023 were \$334,110. The estimated property taxes to be levied for debt service and public building commission leases for 2024 are \$137,690. This represents a 58.79% decrease over the previous year.
- IV. The total property taxes extended or abated for 2023 were \$3,375,388. The estimated total property taxes to be levied for 2024 are \$3,430,548. This represents a 1.63% increase over the previous year.

Any notice which includes any information not specified and required by this Article shall be an invalid notice.

All hearings shall be open to the public. The corporate authority of the taxing district shall explain the reasons for the proposed increase and shall permit persons desiring to be heard an opportunity to present testimony within reasonable time limits as it determines.

This notice does not include the Library's levy. It is presented for discussion purposes only. It will be revised once we hear from the Library their levy request before publication.

EAV 70,641,217

	2023 Extended Levy	2024 Requested Levy	Loss & Cost	Extended Levy	2024 Tax Rate	2023 Tax Rate
Corporate	829,438	498,800	3.00%	513,764	0.727286	1.174156
Bond & Interest	334,110	137,690	5.00%	144,575	0.204660	0.472968
Garbage	-		3.00%	-	-	
Fire Protection	657,165	1,000,000	3.00%	1,030,000	1.458072	0.930286
Police Protection	1,380,569	1,600,000	3.00%	1,648,000	2.332916	1.954339
Auditing	18,168	19,058	3.00%	19,630	0.027788	0.025719
Liability Insurance	155,938	175,000	3.00%	180,250	0.255163	0.220746
Total Levy	3,375,388	3,430,548		3,536,218	5.005886	4.778213
B&I	(334,110)	(137,690)				
	3,041,278	3,292,858			-	
		251,580	8.272%	1.0476		
Truth in taxation increase		108.27219%		104.765%		
		1.0163				

RESOLUTION NO. _____

WHEREAS, the Village of Thornton is a Home Rule Municipality; and

WHEREAS, pursuant to its Home Rule Authority, the Village of Thornton may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village of Thornton previously acquired parcels of real property for the purposes of rehabilitation, redevelopment and economic development; and

WHEREAS, the Village of Thornton has established a property sale policy including the Neighbor Sale Program; and

WHEREAS, pursuant to said policies, the Village of Thornton now desires to sell real estate located within the Village of Thornton; and

WHEREAS, that the President and Board of Trustees of the Village of Thornton have determined that it is in its best interest to sell the following real estate:

Permanent Index Number: 29-27-403-037-0000

Commonly Known As: 30 Arrowhead Drive, Thornton, IL 60476

LOT 149 IN TOEPFERS THORNWOOD SUBDIVISION, A SUBDIVISION OF THE NORTH THREE QUARTERS (N 3/4) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED DATED AUGUST 8, 1944, AND RECORDED SEPTEMBER 26, 1944, IN BOOK 39325, PAGE 533 AS DOCUMENT NUMBER 13363699 ACCORDING TO PLAT BOOK RECORDED MAY 8, 1956 AS DOCUMENT NUMBER 16573860, IN COOK COUNTY, ILLINOIS.

Said real estate being no longer necessary, appropriate, or required by the Village and not necessary to the public use, having never been dedicated to such use.

WHEREAS, said real estate will be purchased by Joseph Grzybowski, pursuant to the terms of the Village of Thornton Neighbor Sale Program Real Estate Contract attached hereto as

Exhibit "A".

WHEREAS, Joseph Grzybowski, shall remit payment to the Village in the amount of \$5,000.00 for the purchase of 30 Arrowhead Drive, Thornton, IL 60476, Pin: 29-27-403-037-0000 .

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

SECTION 1: That pursuant to its Home Rule Powers, the Village hereby authorizes the transfer of the following described property to Joseph Grzybowski pursuant to the Real Estate Contract for a purchase price of Five Thousand Dollars (\$5,000.00):

Permanent Index Number: 29-27-403-037-0000

Address of premises: 30 Arrowhead Drive, Thornton, Illinois 60476

LOT 149 IN TOEPFERS THORNWOOD SUBDIVISION, A SUBDIVISION OF THE NORTH THREE QUARTERS (N 3/4) OF THE WEST HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED DATED AUGUST 8, 1944, AND RECORDED SEPTEMBER 26, 1944, IN BOOK 39325, PAGE 533 AS DOCUMENT NUMBER 13363699 ACCORDING TO PLAT BOOK RECORDED MAY 8, 1956 AS DOCUMENT NUMBER 16573860, IN COOK COUNTY, ILLINOIS.

SECTION 2: That the President and Village Clerk of the Village of Thornton are authorized to execute any and all documents necessary to accomplish said sale.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF THORNTON,
ILLINOIS

THIS ____ DAY OF _____, 2024.

AYE: _____

NAY: _____

ABSENT: _____

APPROVED by me this _____ DAY OF _____, A.D., 2024.

Joseph Pisarzewski, Acting Mayor
Village of Thornton

ATTEST:

Nikki Katakis
Acting Village Clerk

REAL ESTATE CONTRACT

SELLER: Village of Thornton, an Illinois Municipal Corporation

ADDRESS: 115 E. Margaret Street Thornton Illinois 60476
(City) (State) (Zip)

BUYER: Joseph Grzybowski

ADDRESS: 32 Arrowhead Drive Thornton Illinois 60476
(City) (State) (Zip)

- ☐ Single Family
☐ Multi-Family (Attach Rider 8)
☐ Townhouse (Attach Riders 9, 9A)
☐ Condominium (Attach Riders 9, 9A)
☐ Vacant Lot

Buyer hereby agrees to purchase and Seller agrees to sell the following described real estate, on the terms and conditions herein set forth.

DESCRIPTION OF PROPERTY: LEGAL DESCRIPTION (Attached as Exhibit A)

STREET ADDRESS: 30 Arrowhead Drive Thornton Illinois 60476
(City) (State) (Zip)

LOT SIZE: APPROXIMATELY 60 X120 FEET. PINS: 29-27-403-037-0000

IMPROVED WITH Vacant Lot COUNTY of Cook, IL WITHIN VILLAGE/TOWN/CITY LIMITS, together with all appurtenances attached to and forming a part of the premises, for which Seller shall deliver a Bill of Sale at time of delivery of deed: existing heating, plumbing, electrical lighting fixtures, storm windows, storm doors and screens, if any; drapery rods, curtain rods, if any; fencing, if any; attached air conditioners, if any; attached outside antenna, if any; water softener (except rental units), if any; all planted vegetation; ceiling fans, if any; automatic garage door system and all related remote hand-held units, if any; and specifically including the following items of personal property now on the premises:

PRICE AND TERMS:

PURCHASE PRICE \$5,000.00

EARNEST MONEY DEPOSIT
In the form of (cash), (personal check), (cashier's check) or (judgment note due _____) \$ 500.00

BALANCE DUE AT CLOSING \$4,500.00

FINANCING: (CHECK ONE) Conventional VA (Attach Rider 3) FHA (Attach Riders 3 and 4)

This Contract is contingent upon Buyer securing within _____ days of acceptance hereof a written mortgage commitment on the real estate herein in the amount of \$ _____ or such lesser sum as Buyer accepts, with interest not to exceed _____% per year, to be amortized over _____ years; the combined origination and discount fees for such loan not to exceed _____% plus loan processing fees, if any. Buyer shall make written application for such loan within seven (7) days from date of acceptance of Contract; shall cooperate with the lender in supplying all necessary information and documentation, and shall diligently attempt to obtain the mortgage described herein. In the event the Buyer is unable to secure such loan commitment, as provided herein, Buyer shall provide written notice of same to Seller or Seller's attorney and this Contract shall become null and void and all earnest money shall be returned to Buyer. Seller must allow reasonable inspection of the premises by Buyer's the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed. financing agent. Unless a contingent upon sale/closing provisions is attached (Rider 1) and made part of this Contract, Buyer represents that his ability to obtain financing is not subject to the sale, closing, or rental of any other real estate. Buyer will be deemed to be in default if he obtains a loan commitment conditioned upon the sale, closing, or rental of other real estate, and fails to close this transaction as agreed.

CLOSING:

The closing shall be within 60 days of Village approval, at the office of Seller's attorney or title company in the South Suburban area selected by Buyer.

Seller Initials: _____

Buyer Initials: _____

▪ **POSSESSION:** (Select one applicable option)

- ☒ Seller shall deliver possession to the Buyer at closing,
- ☐ Seller shall deliver possession to Buyer within _____ days from date of closing. Seller agrees to pay Buyer for use and occupancy the sum of \$ _____ per day for each day after closing that Seller retains possession. Seller shall be responsible for heat, utilities and home maintenance expenses during said period, and shall deliver possession of the real estate and personal property in the same condition as it is in on the date of closing. Should Seller fail to deliver possession to Buyer as agreed, Seller shall pay to Buyer beginning on the ___ day after closing, the sum of \$ _____ per day until possession is delivered to the Buyer and Buyer shall, in addition to all other remedies, have the immediate right to commence any legal action or proceeding calculated to evict and remove the Seller from the premises. Seller agrees to waive all notices required by the Forcible Entry and Detainer Act or any other statute, and consents to an immediate judgement for possession.

Seller shall deposit the sum of \$ _____ in escrow with _____, as Escrowee at the time of closing, and any monies due the Buyer for Seller's use and occupancy hereunder shall be paid to Buyer from this deposit and the balance, if any, shall be refunded to Seller. Possession shall be deemed delivered to Buyer when Seller has vacated the premises and delivered the keys to the Buyer or Escrowee. Escrow money shall be limited to delivery of possession, and funds held pursuant to this paragraph shall be used only to satisfy payment for use and occupancy. In the event of any dispute regarding this A Possession@ section, the prevailing party and Escrowee shall be reimbursed for all reasonable attorney's fees and court costs.

DEED (CONVEYANCE, LIENS, ENCUMBRANCES):

Seller shall convey or cause to be conveyed to Buyer title to the premises by a recordable quit claim deed with release of homestead rights, or Trustee's deed if applicable, in joint tenancy, if more than one Buyer, subject only to the following permitted exceptions, provided none of which shall materially restrict the reasonable use of the premises as a residence: (a) general real estate taxes not due and payable at the time of closing; (b) building lines and building laws and ordinances, use or occupancy restrictions, conditions and covenants of record; (c) zoning laws and ordinances which conform to the present usage of the premises; (d) public and utility easements which serve the premises; (e) public roads and highways, if any; (f) party wall rights and agreements, if any; and (g) limitations and conditions imposed by the Illinois Condominium Property Act and condominium declaration; if applicable. Seller shall further provide an Affidavit of Title.

PRORATIONS:

The following items, if applicable, shall be prorated as of the date of closing: (a) general real estate taxes, including special service areas, if any; (b) rents and security deposits; (c) interest on mortgage indebtedness assumed; (d) water taxes; and (e) homeowners and/or condominium/townhome association dues and assessments. Prorations of general taxes shall be on the basis of 105% of the last ascertainable (full year's) bill. If the amount of the last ascertainable tax bill reflects a homeowner, senior citizen or other exemption, Seller has, will, or authorizes Buyer to, timely submit all necessary documentation to the Assessor's Office to preserve such exemption(s). Seller represents and warrants that there are no new improvements that were not fully assessed in the prior year's tax bill. If said bill is based on a partial assessment or on an unimproved basis for improved property, a written agreement (with escrow) for final proration when the complete assessment information is available from the County Assessor shall be signed at closing by the parties.

ATTORNEY REVIEW:

Except for the purchase price, the attorneys for the parties may in good faith approve, disapprove, or make modifications to this contract within five (5) business days from the Contract Date (excluding Saturday, Sunday, and legal holidays). Notice of disapproval or modification shall be in writing, served upon the other party or his agent and, in the event of modification, shall state the specific terms to be modified and the proposed revision. ~~IN THE ABSENCE OF WRITTEN NOTICE WITHIN THE TIME SPECIFIED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT. THE PARTIES ACKNOWLEDGE THAT MODIFICATION PURSUANT TO THIS PROVISION, SHALL CONSTITUTE A COUNTEROFFER.~~

CLEAN CONDITION:

Seller shall leave the premises in broom-clean condition. All personal property not to be conveyed to Buyer and all refuse shall be removed from the premises at Seller's expense by the possession date.

WATER AND SEWER: (Select one applicable option)

- ☒ The subject property is served by a city, municipal, or community water and sewage treatment system (well and septic test provision inapplicable), **OR**
- ☐ Well and Septic Test: The subject property is not served by a city, municipal, or community water and/or sewage treatment system. Seller, at his expense, prior to closing, shall obtain and deliver to Buyer a water test performed by or acceptable to the county in which the property is located, and a septic system test indicating that the system is in proper operating condition and in compliance with applicable state, county and local statutes. Such tests shall be performed not more than 60 days prior to the closing date. If

~~either of said written test reports indicate that the water is not potable, that the septic system is not in proper operating condition, or that the systems are not in compliance with the relevant statutes, Seller shall have the option to make the necessary repairs and bring the system(s) into compliance prior to the closing date. In the event Seller elects not to make the necessary repairs, then this Contract, at the option of Buyer, shall become null and void, and all earnest money shall be refunded to Buyer.~~

FLOOD PLAIN:

Buyer shall have the option of declaring this contract null and void within five (5) days of receipt of any written notice or disclosure, including the Residential Real Property Disclosure Report, that the property is located in a special flood plain hazard area which requires the Buyer to obtain flood insurance, or is in a wetland. This option shall not exist in the event such written notice or disclosure was provided in a Residential Real Property Disclosure Report executed by both Seller and Buyer prior to the Contract Date.

PERFORMANCE/DEFAULT/RELEASE OF EARNEST MONEY:

The earnest money and this Contract shall be held by Seller's Attorney (Escrowee) for the benefit of the parties hereto, and applied to the purchase price at closing. In the event of a default by Seller or Buyer, the parties are free to pursue any legal remedies available at law or in equity.

GENERAL CONDITIONS AND STIPULATIONS:

- (a) Both Seller and Buyer agree to execute all documents and provide all information necessary to enable any lender to issue a commitment for mortgage or trust deed and to close this sale.
- (b) Seller represents that he has not received any notice from any governmental body of any ordinance, zoning or building code violation, condemnation proceeding, pending rezoning, or special assessment proceedings affecting the property.
- (c) Facsimile signatures to the Contract and Riders shall be binding as if they were original signatures. All notices herein required shall be in writing and served upon the parties at the addresses shown on this Contract or upon the attorney for such party. In the event the name and address of either party, and the party's attorney, are omitted from the contract or are illegible, written notice may be served upon such party's realtor, as their agent. Facsimile transmission of any offer, acceptance, notice, or rider herein provided to the parties, their broker or attorney, shall constitute sufficient notice or acceptance, so long as the sender retains transmittal confirmation. Notice to any one party of a multiple person party shall be sufficient service to all.
- (d) This Contract and any Riders attached hereto shall constitute the entire agreement and understanding between the Seller and Buyer, and there are no other agreements, representations, or understanding, oral or written, between the parties with respect to the subject matter of this Contract. No alteration, modification, or amendment to this Contract shall be valid unless in writing and signed by all parties.
- (e) This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, legal representatives and assigns.
- (f) The invalidity of any paragraph or subparagraph of this Contract shall not impair the validity of any other paragraph or subparagraph. If any provision of this Contract is determined to be unenforceable by a court, such provision shall be deemed severable and this Contract may be enforced with such provision severed or as modified by such court.
- (g) Prior to closing, Buyer shall have the right to enter into and make a final inspection of the premises to determine that the premises are in the condition required by the terms of the Contract. If there has been an adverse change in the condition of the premises since the Contract Date, the Seller shall restore the premises to the same condition as it was on the Contract Date, or as otherwise required by the terms of the Contract.
- (h) Seller shall pay for the State of Illinois and county real estate transfer tax stamps. Any municipal transfer tax shall be paid by the party designated in the ordinance of the municipality imposing the tax.
- (i) If Buyer has made reasonable good faith efforts to secure homeowners' insurance for the property purchased herein and is unable to secure such insurance, Buyer shall have the option to terminate this contract.
- (j) If the improvements on the property shall be destroyed or materially damaged by fire or other casualty prior to closing, the provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall apply.
- (k) If the Buyer or Seller under this Contract is an Illinois land trust, the individual beneficiaries thereto have signed their names to this Contract to indicate they are the beneficiaries of that trust, to guarantee their performance of this Contract, and to indicate that they hold the sole power of direction with regard to said trust.
- (l) In the event the terms of any Riders attached hereto conflict with the terms of this Contract, the Rider terms shall control. In all other respects, the terms of this Contract shall remain in full force and effect. Excepting handwritten, underlined, or bold italic provisions, buyer and Seller represent and warrant to each other that no alterations have been made to the text of this Contract of any Riders thereto, as published by the bar associations above. No other alterations of this contract form are permitted.

This Contract and Riders numbered 1, _____, _____, _____, _____ **RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT and LEAD BASED PAINT DISCLOSURE**, unless inapplicable, are attached hereto and incorporated herein, shall be executed by Buyer and Seller and one copy thereof delivered to Seller and one copy delivered to Buyer. **THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED. IF ANY TERMS ARE NOT UNDERSTOOD, SEEK LEGAL ADVICE BEFORE SIGNING.**

BUYER(S): _____

SELLER: _____ Village of Thornton _____

BUYER(S): By: _____

By: _____

Attest: _____

Date of Offer: _____

Date of Acceptance: _____

(To be inserted only after parties hereto have agreed to all the terms and conditions of this Contract and referred to herein as the AContract Date@).

.....

Seller Initials: _____

Buyer Initials: _____

IDENTITY OF BROKERS AND ATTORNEYS
(Please complete when executing the Contract)

BUYER=S BROKER: N/A

(Company)

TELEPHONE: N/A

FAX: N/A

(Designated) or (Dual Agent): (Select One)

N/A

(Agent=s Name)

SELLER=S BROKER: N/A

(Company)

TELEPHONE: N/A

FAX: N/A

(Designated) or (Dual Agent): (Select One)

N/A

(Agent=s Name)

BUYER=S

ATTORNEY: _____

TELEPHONE: _____

E-Mail: _____

SELLER=S

ATTORNEY: Scott D. Dillner

Hiskes Dillner O'Donnell Marovich & Lapp, Ltd.

TELEPHONE: 708-333-1234

E-Mail scott@hdoml.com

Seller Initials: _____

Buyer Initials: _____

Real Estate Rider - #1

1. Seller shall not provide title insurance. Buyer has the option to order a title commitment at buyer's expense for an owners' policy issued by an Illinois licensed title company in the amount of the purchase price. Seller may, but shall not be required to, remove any exceptions requested by the buyer. If seller declines to remove exceptions requested by the buyer then the buyer may elect to terminate this contract and any earnest monies paid by the buyer shall be refunded.
2. Seller shall not provide survey. Buyer has the option of ordering a survey for the property at buyer's expense. Seller may, but shall not be required to, remove encroachments shown by the survey. If the seller declines to remove encroachments requested by buyer then the buyer may elect to terminate this contract and any earnest monies paid by the buyer shall be refunded.
3. Property is tax exempt and municipally owned. There shall be no tax proration at closing.
4. The parties are advised that all documents may be subject to disclosure under the Illinois Freedom of Information Act.
5. Defense of collateral attacks against deed, appeals, any pre-taxed and post-taxed deed proceeding shall be the sole responsibility of the buyer.
6. Closing shall take place within 60 days of Village approval.
7. Grantee to be **Joseph Grzybowski**, only, contract may not be assigned.
8. Buyer to maintain property and pay real estate taxes when due.
9. Contract contingent upon Village Board approval
10. Terms of this Rider supersede the terms of the contract.

Dated this _____ day of _____, 2024.

Buyer

Seller

Joseph Grzybowski
Print name

Print name

The undersigned municipalities agree pursuant to Artical Vll, Section 10 of the Constitution of the State of Illinois, and Chapter 127, Sections 741-748, Chapter 24, Section 1-4-6, Chapter 24, Section 11-1-2.1, and Chapter 85, Artical Vll , Illinois Revised Statutes, as follows :

Section 1. PURPOSE OF AGREEMENT

This agreement is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an effected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this agreement, the following terms are defined as follows :

- A. "SOUTH SUBURBAN EMERGENCY RESPONSE TEAM"[S.S.E.R.T.]
An organization of South Suburban Police Departments participating in this mutual aid agreement.
- B. "DISASTER "
An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local goverment.
- C. "MUNICIPALITY "
A city or village having a recognized Police Department.
- D. "MUTUAL AID "
A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of request from the stricken municipality by aiding the municipalities in accordance with the South Suburban Emergency Response Team Policy as adopted by the Police Chiefs of the participating municipalities.

E. "PARTICIPATING MUNICIPALITIES"

Section VI, Item C.

A municipality that commits itself to this mutual aid agreement by authorizing participation in this program with other participating municipalities for rendering and receiving mutual aid in the event of a disaster or police emergency.

F. "STRICKEN MUNICIPALITY"

The municipality in which a disaster or emergency occurs that is of such magnitude that it cannot adequately be handled by the local Police Department.

G. "AIDING MUNICIPALITY"

A municipality furnishing police equipment and manpower to a stricken municipality.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter and amend on the advise of the Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following:

A. Whenever a disaster or police emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the South Suburban Emergency Response Team Coordinators are authorized to and shall forthwith take the following action:

1. Immediately determine what resources are required.
2. Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
3. Dispatch immediately the personnel and equipment required to assist the stricken municipality in accordance with the South Suburban Emergency Response Teams Policy and Guidelines.

- B. The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the police assignments if local conditions prohibit response.
- C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for the operations at the scene.
- D. It is expected that request for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken municipality to satisfactorily handle it with its own resources or, as per item B above, when an aiding municipality so desires.
- E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Request for indemnification for unusual or burdensome cost incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such cost shall be at the discretion of the respective elected municipal board or councils.
- F. Each participating municipality assumes the full responsibility for members of its police force acting pursuant to this agreement, both as indemnification of said police officers as provided for by Chapter 24, Section 1-4-6, Illinois Revised Statutes, and as to personal benefits to said police officers, all to the same extent as they are protected, insured, indemnified, and otherwise provided for by Statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.
- G. The Police Chiefs of the participating municipalities shall maintain a governing board and oversee operational plans for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

Section 4. TERMINATION

Any municipality may withdraw from the South Suburban Emergency Response Team agreement by notifying the Police Chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety(90) days from the date of written notice.

Section 5. ADOPTION

This mutual aid agreement shall be in full force and in effect with the passage and approval by all participating municipalities, and in the signing of this agreement by the Village President, City Mayor, or Trustees of a municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties :

(Name of Municipality)

(~~XXXXXXXXXX~~ / Mayor)

(Chief of Police)

ATTEST :

CLERK

**SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT**

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Metra, Midlothian, Oak Forest, Orland Hills, Orland Park, Park Forest, Posen, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

B. Joint Task Force Agreement: This intergovernmental agreement shall take effect and supersede the original SSERT Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

C. Joint Task Force Assignments: A pre-determined listing of manpower and equipment that will respond to aid a Stricken Agency at the direction of SSERT.

D. Law Enforcement Services: The serving and protecting of the lives, persons, and property of all citizens within a Primary Law Enforcement Jurisdiction, including, without limitation, the investigation of all crimes occurring or alleged or suspected to have occurred within its Primary Law Enforcement Jurisdiction.

E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

G. Participating Municipality: A municipality with a law enforcement agency or department dedicated to performing Law Enforcement Services for its Primary Law Enforcement Jurisdiction that commits itself to participate in SSERT pursuant to the terms of this Agreement.

H. Primary Law Enforcement Jurisdiction: A geographically, politically, or contractually defined area for which a Participating Municipality is primarily responsible for performing Law Enforcement Services.

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K. SSERT Executive Board: The Executive Board of Officers of SSERT, the governing board of SSERT, established pursuant to Article IV of the SSERT Bylaws.

L. SSERT Policies and Procedures: The rules and guidelines that are promulgated, maintained, and periodically updated by the SSERT Executive Board. The SSERT Policies and Procedures shall govern the day-to-day operations of SSERT.

M. South Suburban Emergency Response Team ("SSERT"): An organization of south suburban law enforcement agencies participating in the original SSERT Memorandum of Understanding and this Agreement.

N. Stricken Agency: The Participating Municipality that is primarily responsible for performing Law Enforcement Services for a Stricken Jurisdiction.

O. Stricken Jurisdiction: The Primary Law Enforcement Jurisdiction in which an Emergency Situation occurs that is of such magnitude that it cannot be adequately managed or responded to by the Participating Municipality primarily responsible for performing the Law Enforcement Services for that Primary Law Enforcement Jurisdiction.

SECTION 4 AID AGREEMENT

A. Establishment of SSERT Team. Each Participating Municipality, at the discretion of the SSERT Executive Board, must assign sworn law enforcement officers to the SSERT Team.

- (i) The officers assigned to the SSERT Team remain employees of their respective Participating Municipalities. SSERT is not responsible for any salary, benefits, overtime or other compensation to officers assigned to the SSERT Team.
- (ii) The number of officers, rank, and other prerequisites for assignment to the SSERT Team shall be established by the SSERT Executive Board or designee of the Board.

B. Critical Incident Response. Whenever the Critical Incident occurs or is reasonably expected to occur, the senior officer present of the Stricken Agency, or his/her designee, may request law enforcement aid from SSERT. Once received, the SSERT Commander/Coordinator will review the request and:

- (i) Immediately determine whether the SSERT Team will assist.
- (ii) Immediately determine if the required equipment and personnel can be committed in response to the request from the Stricken Agency.
- (iii) Dispatch immediately the SSERT Team and equipment required to assist the Stricken Agency in accordance with the SSERT Policies and Procedures.

C. SSERT's rendering of aid to a Stricken Agency under the terms of this Joint Task Force Agreement shall not be mandatory. In the event that SSERT cannot or will not render aid, it is the responsibility of the SSERT Commander/Coordinator to immediately notify the Stricken Agency of the circumstances that prevent SSERT from providing aid in response to the Critical Incident.

D. The senior officer present of the Stricken Agency, or his/her designee, shall assume full responsibility and command for operations at the scene, with the advice and cooperation of the SSERT Commander/Coordinator. The senior officer present of the Stricken Agency, or his or her designee, will assign SSERT personnel and equipment to positions when and where he/she deems necessary.

E. Requests for aid under this Joint Task Force Agreement will be initiated only in the event of a Critical Incident in which the demands for Law Enforcement Services on the Stricken Agency exceed the stand-alone physical and organizational capabilities of the Stricken Agency.

F. SSERT Team members will be released and returned to duty in their own Primary Law Enforcement Jurisdiction as soon as the Critical Incident and its response is resolved to the

point which permits the Stricken Agency to satisfactorily handle it with its own resources as determined by the senior officer present of the Stricken Agency or his/her designee.

G. All Law Enforcement Services performed under this Joint Task Force Agreement shall be rendered without reimbursement of any party from the other(s). However, SSERT reserves the right to seek reimbursement for unusual or burdensome costs incurred in the performance of Law Enforcement Aid to the Stricken Agency. Any such reimbursement request shall be determined by the SSERT Executive Board. The Stricken Agency may present objections to the SSERT Executive Board, but the decision of the SSERT Executive Board on such reimbursement shall be final.

SECTION 5 INDEMNIFICATION

A. Each Participating Municipality assumes the responsibility for members of its police force acting pursuant to this Joint Task Force Agreement, both as to indemnification of said members of the Participating Municipality's police force as provided for by the Illinois Municipal Code, 65 ILCS 5/1-4-6, or any other Statute of the State of Illinois or law or bylaw of the Participating Municipality, as the case may be, and as to personal benefits to said members of the Participating Municipality's police force, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois or the laws or bylaws of the Participating Municipality when those members of its police force are acting solely within the Participating Municipality's Primary Law Enforcement Jurisdiction.

B. Defense and Indemnification of SSERT.

- (i) Defense. In the event that SSERT is named as a party to a lawsuit, claim or action as a separate party, either individually or in addition to other Participating Agencies, the Stricken Agency shall be responsible, at its sole cost, for the defense of SSERT in such lawsuit, claim or action.
- (ii) Indemnification. To the extent permitted by law, the indemnification of SSERT from and against any liability, damage, cost, including plaintiff's attorney's fees, or expense assessed against SSERT shall be shared equally between each Participating Municipality that assisted the Stricken Agency pursuant to SECTION 4.

SECTION 6 INSURANCE

A. Insurance Requirements. Each Participating Municipality under the terms of this Joint Task Force Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, its personnel and equipment and liability for its participation in providing Law Enforcement Aid pursuant to this Joint Task Force Agreement as follows:

- (i) Commercial General Liability (including contractual liability coverage): \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum

General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (ii) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (iii) Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

B. Each Agency shall bear the responsibility for its own insurance even in the event of inadequate, nonexistent or exhausted coverage.

SECTION 7 SSERT GOVERNANCE

A. The commanding officers of the Participating Municipalities shall maintain the SSERT Executive Board, and maintain the SSERT Policies and Procedures for giving and receiving Law Enforcement Aid under this Joint Task Force Agreement. The SSERT Policies and Procedures shall be reviewed and updated at regular intervals.

B. Each Participating Municipality agrees to pay dues or fees, as determined by the SSERT Executive Board in its sole and absolute discretion, in exchange for the Participating Municipality's participation in SSERT. Payments of such dues or fees, if any, are due at the commencement of participation in SSERT and thereafter upon request from the SSERT Executive Board.

SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

C. Any Participating Municipality found responsible for any behavior detrimental to law enforcement or whose continued participation would be detrimental to SSERT, may have its participation in SSERT suspended or terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws. Before any Participating Municipality may be suspended or terminated from participation in SSERT, the Participating Municipality will be notified and shall have an opportunity to appear before the SSERT Executive Board.

D. Any terminated Participating Municipality, whether by voluntarily termination or termination by the SSERT Executive Board, shall be responsible for its prorated share of SSERT's liabilities at termination.

SECTION 9 ADOPTION AND EFFECT OF ADOPTION

A. This Joint Task Force Agreement shall be in full force and in effect (“Effective Date”) only upon the date of the last of the following events to occur:

- (i) the passage and approval of an ordinance or resolution approving participation in SSERT and this Joint Task Force Agreement, in the manner provided by law, by the corporate authorities of the undersigned Participating Municipality (“Approval”);
- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
- (iii) the Approval of participation in SSERT and this Joint Task Force Agreement, by the corporate authorities of at least a majority of the Participating Municipalities; and
- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
- (ii) any previous agreement related to SSERT shall be superseded by this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein.

SECTION 10 GENERAL PROVISIONS

A. Non-Waiver of Immunities. No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

B. Contractual Obligation. The obligations and responsibilities incurred by a Participating Municipality under this Joint Task Force Agreement shall remain continuing obligations and responsibilities of such party. Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a party may have executed.

C. Application of Law and Venue. This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

D. Authority. The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

THORNTON POLICE DEPARTMENT
Name of Law Enforcement Agency

Head of Corporate Authorities


Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date

**RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE VILLAGE OF
THORNTON ILLINOIS AND THE SOUTH SUBURBAN EMERGENCY RESPONSE
TASK FORCE**

WHEREAS, the Village of Thornton is a validly organized and existing Home Rule municipality within the purview of Article VII, Section 6(a) of the Illinois Constitution (1970), and the said Village, therefore, may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, The Village of Thornton wishes to enter into an agreement with the South Suburban Emergency Response Team Task Force for the purpose of pooling resources and joint exercise of authority. Said agreement is attached and made part of this resolution as exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Thornton as follows:

1. That the Village enter into the Agreement attached as exhibit A with the South Suburban Emergency Response Team Task Force.
2. That the President and Village Clerk are hereby authorized and directed to execute said Agreement on behalf of the Village.

ADOPTED this 4th day of November, 2024, by the following vote:

AYES VOTE: _____

NAYS VOTE: _____

ABSENT: _____

APPROVED: _____

Joseph Pisarzewski,
Acting Village President
Village of Thornton
Cook County, Illinois

ATTESTED:

Nikki Kitakas, Acting, Village Clerk
Village of Thornton, Cook County, Illinois

PASSED: _____

APPROVED: _____

ATTESTED: _____

**SOUTH SUBURBAN EMERGENCY RESPONSE TEAM (SSERT)
JOINT TASK FORCE AGREEMENT**

The undersigned Participating Municipalities agree, pursuant to the Constitution of the State of Illinois, 1970, Article VII, Section 10, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), 65 ILCS 5/1-4-6, 65 ILCS 5/11-1-2.1, and 745 ILCS 10/7-101 et seq., as follows:

SECTION 1 PURPOSE

This Joint Task Force Agreement is made in recognition of the fact that the Participating Municipalities and their law enforcement agencies or departments are charged with the duty of enforcing the law and protecting their citizens from criminal and illegal activity and that the jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime and illegal activity within their communities. The Participating Municipalities recognize the most effective means of accomplishing their law enforcement duties is through the pooling of resources and joint exercise of their authority. Each of the Participating Municipalities enter into this Joint Task Force Agreement to provide their citizens with effective law enforcement against those who engage in criminal or illegal activity.

SECTION 2 PARTICIPATING MUNICIPALITIES

The Participating Municipalities to this Joint Task Force Agreement are: Burbank, Calumet City, Chicago Heights, Country Club Hills, Dolton, East Hazel Crest, Flossmoor, Glenwood, Hazel Crest, Hometown, Homewood, Lansing, Lynwood, Markham, Matteson, Metra, Midlothian, Oak Forest, Orland Hills, Orland Park, Park Forest, Posen, Richton Park, Riverdale, Sauk Village, South Holland, Steger, Summit, Thornton, Tinley Park.

New municipalities and/or local government agencies may join SSERT pursuant to SECTION 9 below.

SECTION 3 DEFINITIONS

For the purpose of this Joint Task Force Agreement, the following terms are defined as follows:

A. Critical Incidents: A situation occurring within a Stricken Jurisdiction that requires the Stricken Agency to perform Law Enforcement Services that would exceed the stand-alone physical and organizational capabilities of the Stricken Agency, including but not limited to Armed/Suicidal Subjects, Barricaded Subjects, Hostage Situations, Sniper Situations, High-Risk Apprehension, High-Risk Warrant Service, Dignitary Protection, Civil Disturbances, Disaster Assistance, Terrorist Incidents, and Special Assignments.

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E. Law Enforcement Aid: Law Enforcement Services provided by SSERT to a Stricken Agency during and/or in response to a Critical Incident pursuant to this Agreement.

F. Original SSERT Memorandum of Understanding (MOU): That Memorandum of Understanding pursuant to which SSERT and the Participating Municipalities or Agencies operate and are governed, which shall be in effect until this Agreement goes into effect and supersedes the Original Memorandum of Understanding pursuant to the procedures set forth in SECTION 9 of this Agreement.

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SECTION 4 AID AGREEMENT

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SECTION 8 TERMINATION

A. Any Participating Municipality may withdraw from participation in SSERT and this Joint Task Force Agreement by notifying the SSERT Executive Board in writing whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of the written notice.

B. Any Participating Municipality that fails to meet its obligations in accordance with this Joint Task Force Agreement or with the SSERT Bylaws may have its participation in SSERT terminated by a two-thirds vote of the SSERT Executive Board pursuant to the SSERT Bylaws.

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- (ii) the execution of this Joint Task Force Agreement by the head of the corporate authorities and the commanding officer of the undersigned Participating Municipality’s law enforcement agency/department (“Execution”);
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- (iv) the Execution of this Joint Task Force Agreement by the heads of the corporate authorities and the commanding officers of their law enforcement agencies/departments of at least a majority of the Participating Municipalities.

B. If this Joint Task Force Agreement is brought into full force and effect pursuant to this SECTION 9(A) of this Joint Task Force Agreement, then on the Effective Date:

- (i) the undersigned Participating Municipality shall remain a Participating Municipality in SSERT;
- (ii) the Original SSERT Memorandum of Understanding shall be terminated; and
- (iii) this Joint Task Force Agreement and the provisions contained herein shall supersede and control over the Original SSERT Memorandum of Understanding and any provision contained therein.

C. The participation in SSERT of any Participating Municipality that fails to complete the Approval and Execution of this Joint Task Force Agreement in accordance with this SECTION 9(A) on or before the Effective Date will be terminated as of the day after the Effective Date. Any Participating Municipality who has its participation in SSERT terminated may seek participation in SSERT again at any time in accordance with the procedures set forth in SECTION 9(D) below of this Joint Task Force Agreement.

D. If the undersigned law enforcement agency is not a Participating Municipality on the Effective Date, it may join SSERT and this Joint Task Force Agreement by Adoption and Execution in accordance with the procedures in SECTION 9(A(i)) and (A(ii)) above and approval by the SSERT Executive Board of the New Participating Municipality as a Participating Municipality in SSERT pursuant to the SSERT Bylaws.

E. If this Joint Task Force Agreement is brought into full force and effect pursuant to this Section of this Joint Task Force Agreement, then as for each new Participating Municipality:

- (i) this Joint Task Force Agreement and provisions contained herein and the SSERT Bylaws and provisions contained therein shall control the undersigned law enforcement agency's participation in SSERT; and
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A. Non-Waiver of Immunities. No Participating Municipality to this Joint Task Force Agreement or their law enforcement agencies, while performing under the terms of this Joint Task Force Agreement, shall be deemed to waive any governmental immunity or defense to which the Participating Municipality and their officials and employees would otherwise be entitled under statute or common law.

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C. Application of Law and Venue. This Joint Task Force Agreement shall be governed by and construed under the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Joint Task Force Agreement or the construction or interpretation of this Joint Task Force Agreement shall be in a state court in the County of Cook, Illinois.

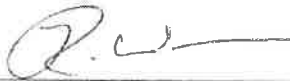
D. Authority. The corporate authorities of each Participating Municipality certify that they are authorized on behalf of that Participating Municipality to enter into this Joint Task Force Agreement.

IN WITNESS WHEREOF, this Joint Task Force Agreement has been duly executed by the following parties:

(seal)

THORNTON POLICE DEPARTMENT
Name of Law Enforcement Agency

Head of Corporate Authorities


Commanding Officer of Law Enforcement Agency

ATTEST:

Clerk

Date

Village of Thornton

Memo

To: Board of Trustees

From: Arlette Frye, Treasurer

cc: Melissa Wiak, Acting Administrator

Date: 9/12/2024

Re: Restructure of Village Office Staff

Background:

The Village Treasurer is appointed by the Village President with the consent of the Village Board. It has always been a part time position with the expectation that there is no requirement to be in the office during normal business hours. While this allowed the Village to hire a qualified professional without paying top wages, it also had some drawbacks as a result of limited availability during regular office hours.

As you know, I retired from my fulltime position a couple of years ago and intended to retire at the conclusion of the FY24 year but absolutely with the change of administration in the spring of 2025. With the current situation resulting from the cyber-attack and the retirement of the Village Administrator, I did not think it was far to the Village to leave until the records had been restored. Transition to a new employee is difficult in the best of situations and it would be nearly impossible in the current environment.

The Village Clerk, an elected position, by ordinance also serves as the Village collector by default. This allowed that position to be a full-time position with a full-time salary. The current Clerk/Collector duties from a time allotment consists primarily of collector duties and general office responsibilities. This is supported in that the majority of the salary for this position is collector pay and a nominal clerk pay. The current Village code allows for the appointment of the collector to be someone other than the clerk.

Recommendation:

With the transition to a new treasurer in the FY26 budget, it is recommended that the position of Collector be combined with the Treasurer and made a full-time position. The combining of Collector and Treasurer follows the natural flow of the accounting cycle and oversight needed by the Treasurer of the cash receipt collection process. It also provides for duties such as payroll processing and compliance to be supervised by someone with applicable experience or education rather than the popularity of an individual who may win an election.

With the appointment of a full-time treasurer, it is difficult as this time to determine the staffing needs of the front office. The recent situation in the Clerk's position, I believe is a combination of lack of organization, lack of technical ability and excessive workload among other things. The combination of these and the cyber-attack created a situation doomed to fail. As a result, it is not known if a part-time position or a full-time position would be needed to properly staff the front office when there is a full-time Treasurer. The staffing level would be at a minimum: 1 FT treasurer/collector, 1 FT deputy clerk/office staff and 1 PT office staff. Once a flow of work and responsibilities are determined, an evaluation should be made if the

PT position should be made into a full-time position. The board has to understand that the work in this office is not the same as it was 20 years ago. Improper staffing only sets staff up for failure, resulting in errors, omissions and staff turnover.

Village Code:

I am attaching the Village Code with most of the references to Village Clerk for your review. I have made a couple of suggestions in wording that I think are applicable. Remember, when the code refers to submitting to the Village Clerk, it does not necessarily mean that the Clerk has to be present at the time of submission. The processing of the work flow can and has been done by staff, with the final signature of the Village Clerk as authority.



VILLAGE OF THORNTON HISTORICAL SOCIETY

P. O. BOX 34
THORNTON, ILLINOIS 60476

October 31, 2024

Village of Thornton
Acting Mayor Piszczewski
Board of Trustees
115 E. Margaret Street
Thornton, IL 60476

To Whom It May Concern,

The Village of Thornton Historical Society will be hosting our annual Christmas Open House on Sunday, December 15, 2024. At the Open House we are planning a small raffle with the top prize being a \$100 gift card. We are requesting a waiver of the raffle fee recently enacted by the Village Board. The Historical Society is a non-profit organization with 501(c)(3) status.

Thank you for your consideration in this matter.

Sincerely,

Paulette Pearson, President
On Behalf of the
Village of Thornton Historical Society
Officers and Board of Directors

Raffle License Application

Date: 10-31-24

1. Organization name: Village of Thornton Historical Society
 2. Organization address: 114 N. Hunter Street, Thornton

3. Mailing address if different from above: PO Box 34, Thornton

4. Check type of not-for-profit organization (must be in existence for a period of five years and attached documentary evidence):

☐ Religious

☐ Charitable

☐ Labor

☐ Fraternal

☒ Educational (non-profit 501(c)(3))

☐ Veterans

☐ Business

5. How long has the organization been in existence: 49 years

6. Place and date of incorporation: Thornton, IL - Sept. 1975

7. Number of members in good standing: 86 members

8. President/chairperson: Paulette Pearson

Address: 46 Chippewa Drive, Thornton

Phone: 708-932-9932 Email: psquared1954@aH.net

9. Raffle Manager: Kim Atkinson

Address: 101 Bonnie Court, Thornton

Phone: 708-877-1097 Email: Kimberlyatkinson@gmail.com

10. Designated member(s) responsible for conduct and operation of raffle (attached additional sheets if necessary):

Name: Kim Atkinson

Address: 101 Bonnie Court, Thornton
 Phone: 708.877.1097
 Name: _____
 Address: _____
 Phone: _____

11. License delivery option (check all that apply): ☐ By regular U.S. mail to the organization mailing address ☒ By electronic mail, please provide email address: psquared1954@att.net
12. Date(s) for raffle ticket sales (include days of the week):
S-S Oct. 28 - Dec. 15, 2024
13. Location of ticket sales: Historical Society
14. Name and address of location for determining winners:
Historical Society, 114 N. Hunter Street, Thornton
15. Date(s) for determining winners (include days of the week):
Dec. 15, 2024 (Sunday)
16. Total retail value of all prizes (maximum prize amount \$1,000,000.00): \$ 30000
17. Maximum retail value of each prize: \$ 10000
18. Maximum price charged of each ticket (chance) sold: \$ #100 ea. or (6) for \$500
19. Is this a Queen of Hearts raffle? ☒ No ☐ Yes
20. 5-10-7 \$ 132.38 Fidelity Bond Required:

The manager designated by the charitable organization for the organization, operation, and management of the raffle must give a fidelity bond to the charitable organization in amount determined by the charitable organization that shall not be less than \$1,000,000.00. The bond must provide that The Village receive at least 30 days' notice of the cancellation of the fidelity bond. Upon request of the charitable organization, the fidelity bond may be waived by unanimous vote of The Village Board.

21. Please state whether you request:

☒ Waiver of License Fee
☒ Waiver of Fidelity Bond

"The undersigned attest that the above-named organization is an organized not-for-profit under the law of the State of Illinois and has been continuously in existence for five (5) years,

preceding date of this application, and that during this entire five (5) year period preceding date of application, it has maintained a bona fide membership actively engaged in carrying out its objectives. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the game are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the games in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such games."

Name of Organization: Village of Thornton Historical Society
Executive Director: Paulette Pearson

TO BE COMPLETED BY VILLAGE STAFF

Date Received: _____ Date Approved: _____
Date Expires: _____ Date Denied: _____
Fee: _____
Approval: _____
Village Clerk: _____

APPROVED APPLICATION SERVES AS LICENSE