



# VILLAGE OF ORLAND PARK

14700 Ravinia Avenue  
Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)

## Meeting Agenda

### Public Safety Committee

*Chairman Cynthia Nelson Katsenes  
Trustees Kathleen M. Fenton and James V. Dodge  
Village Clerk John C. Mehalek*

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Monday, July 1, 2019

6:00 PM

Village Hall

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#### A. CALL TO ORDER/ROLL CALL

#### B. APPROVAL OF MINUTES

[2019-0470](#) Approval of the June 3, 2019 Public Safety Minutes

Attachments: [Draft Minutes](#)

#### C. ITEMS FOR SEPARATE ACTION

1. [2019-0434](#) Intergovernmental Agreement between (IGA) School District 230 and The Village of Orland Park for the services of an Orland Park Police Department School Resource Officer (SRO) at Carl Sandburg High School - Recommended Agreement

Attachments: [School District 230 IGA](#)

2. [2019-0482](#) Disposal of Equipment - Recommended Ordinance

Attachments: [Ordinance](#)  
[Memo](#)

3. [2019-0483](#) An Ordinance Amending Various Sections of Title 7, Chapter 5 of the Village of Orland Park, Cook County, Illinois Regarding Solicitors - Recommended Ordinance

Attachments: [Ordinance](#)

4. [2019-0502](#) Intergovernmental Agreement with Will County to Allow the Will County Sheriff's Office to Conduct Orland Park Police Officer-Involved shootings Occurring Within Portions of the Village Located in the County of Will - Recommended Agreement

Attachments: [Intergovernmental Agreement](#)

#### D. NON-SCHEDULED CITIZENS & VISITORS

**E. ADJOURNMENT**

DATE: July 1, 2019

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0470</b>
Orig. Department:	<b>Village Clerk</b>
File Name:	<b>Approval of the June 3, 2019 Public Safety Minutes</b>

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### **BACKGROUND:**

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to approve the Minutes of the Regular Meeting of the Public Safety Committee of June 3, 2019.

# VILLAGE OF ORLAND PARK

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Orland Park, IL 60462  
[www.orlandpark.org](http://www.orlandpark.org)



## Meeting Minutes

Monday, June 3, 2019

6:00 PM

Village Hall

## Public Safety Committee

*Chairman Cynthia Nelson Katsenes  
Trustees Kathleen M. Fenton and James V. Dodge  
Village Clerk John C. Mehalek*

## CALL TO ORDER/ROLL CALL

The meeting was called to order at 6:01 P.M.

**Present:** 3 - Chairman Nelson Katsenes; Trustee Dodge and Trustee Fenton

## ITEMS FOR SEPARATE ACTION

### **2019-0213 An Ordinance Amending Title 7, Chapter 14, of the Orland Park Village Code in Regard to Massage Establishments - Recommended Ordinance**

Police Chief Timothy McCarthy reported that the police department is seeking to amend Title 7, Chapter 14, Section 11 of the Orland Park Village Code, OPERATING REQUIREMENTS. During the last five years, the police department has conducted prostitution stings at four establishments that provide massages only. These operations, at massage only businesses, have led to ten people arrested for prostitution related crimes or violations of the Village Code directly related to the illegal sex acts. No complaints or operations have taken place at businesses that provide other services in addition to massages.

The police department seeks to require all massage establishments to provide at least one other health, beauty or other service requiring a professional business license issued by the Illinois Department of Financial and Professional Regulation to help reduce or eliminate the number of sex crimes taking place at these locations. Currently, there are twelve businesses in the village that provide massage only services and eleven businesses that provide other licensed services besides massages. We are not seeking to make this ordinance retroactive to the other businesses providing massage therapy only.

On April 1, 2019, this item was reviewed by the Public Safety Committee and referred to the Village Board with no recommendations.

I move to recommend to the Village Board to pass an Ordinance entitled: AN ORDINANCE AMENDING TITLE 7, CHAPTER 14, OF THE ORLAND PARK VILLAGE CODE IN REGARD TO MASSAGE ESTABLISHMENTS

**A motion was made by Trustee Fenton, seconded by Trustee Dodge, that this matter be RECOMMENDED FOR PASSAGE to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Nelson Katsenes, Trustee Dodge, and Trustee Fenton

**Nay:** 0

### **2019-0420 Intergovernmental Agreement with Will County to allow the Orland Park Police Department access to the Will County 800 MHz County Wide Radio System - Agreement**

Police Chief Timothy McCarthy reported that the Police Department is in the process of deploying tri-band radios to many of our members. This will allow us

access to the Will County 800 MHz radio system and to almost all of the radio frequencies used by surrounding police departments to enhance interoperability. Will County requires an intergovernmental agreement to allow us access to their frequency through 2027.

I move to recommend to the Village Board to approve the Intergovernmental Agreement between the County of Will and Village of Orland Park for access to their 800 MHz radio system at no cost to the Village of Orland Park;

And

To authorize the Village Manager to execute the agreement upon approval of the Board

**A motion was made by Trustee Dodge, seconded by Trustee Fenton, that this matter be RECOMMENDED FOR APPROVAL to the Board of Trustees. The motion carried by the following vote:**

**Aye:** 3 - Chairman Nelson Katsenes, Trustee Dodge, and Trustee Fenton

**Nay:** 0

**ADJOURNMENT: 6:04 P.M.**

**A motion was made by Trustee Fenton, seconded by Trustee Dodge, that this matter be ADJOURNED. The motion carried by the following vote:**

**Aye:** 3 - Chairman Nelson Katsenes, Trustee Dodge, and Trustee Fenton

**Nay:** 0

**2019-0435 Audio Recording for the June 3, 2019 Committee Meetings - Public Safety, Parks and Recreation & Public Works**

**NO ACTION**

**/AB**

Respectfully Submitted,

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**John C. Mehalek, Village Clerk**

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0434</b>
Orig. Department:	<b>Police Department</b>
File Name:	<b>Intergovernmental Agreement between (IGA) School District 230 and The Village of Orland Park for the services of an Orland Park Police Department School Resource Officer (SRO) at Carl Sandburg High School - Recommended Agreement</b>

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### **BACKGROUND:**

This is a renewal of our Intergovernmental Agreement with School District 230 for a School Resource Officer at Carl Sandburg High School. We have had a School Resource Officer at Carl Sandburg High School since 2003

### **BUDGET IMPACT:**

School District 230 will pay the Village of Orland Park \$103,492.93 annually (08-01 to 07-31) for the SRO with a 2.5% annual increase for services on 08-01 of each year during the life of the agreement.

### **REQUESTED ACTION:**

I move to recommend to the Village Board to approve the Intergovernmental Agreement between the Village of Orland Park and School District 230 for a School Resource Officer (SRO) at Carl Sandburg High School;

And

Recommend authorizing the Village Manager to execute the agreement upon approval by the Village Board.

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**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230  
AND  
VILLAGE OF ORLAND PARK**

This Intergovernmental Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Board of Education of Consolidated High School District No. 230 ("Board" or "District") and the Village of Orland Park ("Village").

**WITNESSETH**

**WHEREAS**, the Board operates Carl Sandburg High School ("Sandburg High School") in the boundaries of the Village; and

**WHEREAS**, the Village operates the Orland Park Police Department ("Police Department"); and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the Village and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

**WHEREAS**, the Village and the Board have previously entered into an Intergovernmental Agreement regarding the assignment of a police officer employed by the Village to perform the duties of a School Resource Officer at Sandburg High School; and

**WHEREAS**, the Board desires to have the services of a police officer at Sandburg High School as a School Resource Officer ("SRO"); and

**WHEREAS**, the Village and the Board have determined it to be in the best interests of all parties to enter into this Agreement.

Now, therefore, the parties hereto agree as follows:

**1.0 Goals and Objectives** - It is understood and agreed that the Board and the Village share the following goals and objectives with regard to the SRO program:

- 1.1 To increase the reporting of all crimes committed against youth and their property; and to increase the reporting of physical and sexual child abuse and neglect.
  - 1.1.1 To develop and project a positive attitude and image, and establish lines of communication as well as a sound relationship with the students, teachers and staff of Sandburg High School.
  - 1.1.2 To provide a convenient and confidential setting wherein a student may feel at ease with a trusted individual in reporting crimes.

- 1.1.3 Upon request of Sandburg High School's counseling staff and/or community service agencies, assist students in dealing with individual problems and concerns as is appropriate.
- 1.1.4 To provide an opportunity for the SRO to help educators become aware of reportable crimes against youth.
- 1.2 To further reduce the number of crimes committed in schools or near school property.
  - 1.2.1 To provide a preventative presence in the school area in order to reduce loitering on the school premises, drug and alcohol traffic, assaults, and other actions of anti-social behavior. The SRO's legal responsibilities lie in the area of the law and he/she will not be used as an arm of school discipline.
  - 1.2.2 To provide a preventative presence for special school functions such as athletic events, school dances, band concerts, and summer educational programs, as detailed in this Agreement.

## **2.0 Employment and Assignment of School Resource Officers**

- 2.1 The Village shall assign one police officer from the Police Department to act as an SRO at Sandburg High School.
- 2.2 The SRO shall remain an employee of the Village and shall be subject to the administration, supervision and control of the Police Department, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the Police Department. The Village is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.
- 2.3 The Board agrees to pay the Village an annual sum for the SRO's services ("Payment"). For the Initial Term (August 1, 2019 – July 31, 2020), the Payment shall be \$103,492.93. For subsequent terms (each August 1 – July 31), the Payment shall be increased annually, commencing August 1, 2020, by two and one-half percent (2.5%). For the Initial Term and any subsequent term, the District shall pay the Village in equal monthly installments, upon receipt of a monthly invoice from the Village.
- 2.4 Because the SRO is an employee of the Police Department, the Police Department, in its discretion, shall have the power and authority to hire, discharge and discipline the police officer who serves as the SRO. The SRO shall be subject to all other personnel policies and practices of the Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

- 2.5 In the event that the SRO is absent from work, the SRO shall notify the Principal (or his/her designee) of Sandburg High School. In such event, the Village shall assign another police officer who meets the qualifications listed in Section 4.2 below to temporarily perform the SRO duties, at no additional cost to the District.
- 2.6 The SRO reports directly to the Commander of Investigations, his designee or the patrol shift commander of the Police Department in that order.

### **3.0 Duty Hours**

- 3.1 The SRO shall be a regular employee of the Police Department, but shall provide services to Sandburg High School during the following hours: 7:30 a.m. to 3:30 p.m. on all days that teachers are scheduled to be in attendance. The District will provide the Village with a copy of the school calendar prior to the start of each school year (and within seven days of the effective date of this Agreement).
- 3.2 When the SRO is performing SRO duties but is away from Sandburg High School premises, he/she will maintain communication with the school either by telephone or radio.
- 3.3 It is understood and agreed that the time spent by the SRO attending court, pursuing juvenile or criminal cases arising from and/or out of their duties as an SRO shall be considered as hours worked under this agreement.

### **4.0 Selection and Qualifications of the SRO.** To be an SRO, an officer must first meet all of the following basic qualifications as well as the qualifications set forth in the SRO Job Description, attached hereto as Exhibit A and incorporated herein:

- 4.1.1 Shall be a commissioned officer and have a minimum of two years of law enforcement experience;
- 4.1.2 Shall be a certified juvenile officer;
- 4.1.3 Shall possess a sufficient knowledge of the applicable Federal and State laws, Village ordinances, and Board policies and regulations;
- 4.1.4 Shall be capable of conducting in depth criminal investigations;
- 4.1.5 Shall possess an even temperament and set a good example for students; and
- 4.1.6 Shall possess communication skills that would enable the officer to function effectively within the school environment, including the ability to teach.
- 4.1.7 Shall have completed training concerning the duties of a school resource officer and working with high school age students, including any trainings required by law, including under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22).

#### **4.2 Replacement of SRO**

Upon a request by the District, in writing, setting forth the specific reason for replacement and after a meeting with the Chief of Police or his designee, the Village, may replace the SRO with another police officer who meets the criteria set forth in this Agreement.

#### **5.0 Duties of the School Resource Officers**

The duties of the SRO are set forth on the SRO Job Description in Exhibit A, and also include the following obligations:

- 5.1 To protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions.
- 5.2 To enforce State and Local criminal laws and ordinances.
- 5.3 To establish a close-working relationship with school officials at Sandburg High School.
- 5.4 To take appropriate action on violations of the law involving juveniles.
- 5.5 To work with the Sandburg High School Administration and teaching staff concerning safety, drug education, conduct, counseling and preventative discipline.
- 5.6 To work with the Sandburg High School Administration in the implementation of police-community school programs.
- 5.7 To be available to organizations within the community to assist in explaining the SRO Program and its philosophy.
- 5.8 To prepare necessary records and reports as requested by the Sandburg High School Administration.
- 5.9 To answer questions in the law-related education field.
- 5.10 To perform daily or periodic risk assessment duties as defined by the District.

#### **6.0 Chain of Command**

- 6.1 The SRO, as an employee of the Police Department, will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order.
- 6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the Principal (or the Principal's designee) of Sandburg High School.

#### **7.0 Training/Briefing**

- 7.1 The SRO shall be required by the Police Department to attend monthly training and briefing sessions. These sessions will be held at the direction of the Police Department. Briefing sessions will be conducted to provide for the exchange of

information between the Police Department and the SROs. Notwithstanding the foregoing, the Police Department and the SRO must comply with the obligations set forth in Section 11.0 and the terms of any Reciprocal Reporting System Agreement in place between the Parties.

- 7.2 The Village and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. The
- 7.3 Beginning January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

#### **8.0 Dress Code**

- 8.1 The SRO may be required by the District to wear a Police Department issued uniform for the first 2 weeks of the school year.
- 8.2 After the first 2 weeks of the school year, the SRO may, at the discretion of the Police Department and the Principal of Sandburg High School, wear "soft" clothes. Notwithstanding the above, the SRO must be identifiable as a Police Officer when on duty as an SRO.

#### **9.0 Supplies and Equipment**

- 9.1 Motor vehicles. The Police Department will provide a squad car for use by the SRO in performance of his/her duties.
- 9.2 Safety Equipment. The Police Department shall provide any safety equipment to the SRO that it determines to be necessary.
- 9.3 Office Supplies. Sandburg High School agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his/her duties. In addition, the SRO shall be provided a private office within Sandburg High School that is accessible by the students. The SRO shall also be provided a computer, access to a printer, and access to a private fax machine for confidential intelligence sharing. This office shall not be used as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10-20.60).

#### **10.0 Operating Procedures**

The SRO shall comply with applicable Board policies and procedures in the course of his/her duties.

#### **11.0 Access to Education Records**

The District and the Village acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois*

*Student Records Act*, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996*, , the *Illinois Personnel Records Review Act*, and all rules and regulations governing the release of student, personnel, and medical records, as well as the terms and conditions contained in the Reciprocal Reporting System Agreement entered into by the Parties on December 20, 2012 as it may be amended, or any successor agreement (“Reciprocal Reporting Agreement”), to the extent a student has not reached his or her 18<sup>th</sup> birthday. The SRO may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The SRO may have access to directory information of students as needed to perform duties.
- 2) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
  - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the consent rule applies.
  - ii) The SRO may receive from the District PII related to student criminal activity pursuant to the Reciprocal Reporting Agreement, when necessary for the discharge of his or her official duties, to effectively serve, prior to adjudication, the student whose records are released. Such a release of records is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose such information to third parties outside the Police Department.
  - iii) in an emergency, as determined by the Superintendent or School Principal.

To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any third party outside of the conditions outlined above without the District’s consent, parental consent, or as permitted or required by law. The District and the Village acknowledge and agree that all records that are both generated and maintained solely by the SRO in connection with the performance of services under this Agreement shall constitute law enforcement records and shall be the property of the Village and shall not be student records. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination.

- 12.0 Term of Agreement** - The Initial Term of this agreement is August 1, 2019 through July 31, 2020. This Agreement will be automatically renewed for additional one (1) year Terms until

terminated as provided herein. The Agreement may be terminated by either party for convenience upon sixty (60) days' prior written notice.

**13.0 Insurance and Indemnification**

**13.1 Indemnity:** The District shall indemnify and hold the Village and its officers and employees harmless from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

The Village shall indemnify, defend and hold the District, its individual Board members and employees harmless of and from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1 *et seq.*, or otherwise provided by law.

**13.2 Insurance:** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate and at all times naming the other party to this Agreement, its individual Board members, employees, and agents as additional insureds thereon. Such coverage shall include each Party's indemnification obligation under Paragraph 13.1 of this Agreement. Within five (5) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement

**14.0 Evaluation:** The Principal (or designee) shall evaluate the SRO on an annual basis in the manner jointly developed by the parties. The Principal's evaluation shall be advisory only and the Police Department retains the final authority to evaluate the SRO's performance.

**15.0 Body Cameras:** Should the SRO be required by the Village to wear a body camera while on duty at Sandburg High School, the SRO shall comply with all laws and regulations applicable to the wearing of such cameras.

**16.0 Storage of SRO Papers and Equipment:** The District shall provide the SRO a space for storage of paperwork, personal effects, and small items of equipment. The SRO shall not store ammunition or weapons on school property except with the express permission of the Superintendent. If the Superintendent approves storage of ammunition and equipment on school property, the parties shall agree to specific written protocols for such storage, including a locked area, safety precautions, and access and inventory protocols.

**17.0 Access to Security Videos and Secure Radio Channels:** To the extent the District operates security video systems or secure radio channels, the District may give the SRO regular access to view live security video and secure radio channels as deemed appropriate by the District. Recorded security videos in and outside Sandburg High School may constitute student records protected by state and federal laws, and recorded security videos on school buses constitute

confidential records under the Criminal Code, thus access to recorded videos shall be given only in keeping with those laws.

**18.0 Notices:** Any notices may be sent to the respective parties at the following respective addresses:

To the Village: Chief of Police  
Orland Park Police Department  
15100 S. Ravinia Ave.  
Orland Park, IL 60462

To the District: Superintendent  
Consolidated High School District No. 230  
15100 S. 94th Avenue  
Orland Park, Illinois 60462

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

**19.0 Complete Understanding and Amendments:** With the exception of the Reciprocal Reporting Agreement, this Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

**20.0 Termination of Prior Agreements:** All existing agreements between the Parties concerning the provision of a School Resource Officer, including, the Intergovernmental Agreement Between Consolidated High School District 230 and the Village of Orland Park Providing for a School Resource Officer, dated May 15, 2014, are hereby terminated.

**SIGNATURE'S REQUIRED**

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals all as of the day and year written below.

**BOARD OF EDUCATION OF  
CONSOLIDATED HIGH SCHOOL  
DISTRICT NO. 230**

**VILLAGE OF ORLAND PARK**

By: Anthony J. Scaturro  
Its: Board President  
Date: 5-30-19

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

By: Susan A. Dalton  
Its: Board Secretary  
Date: 5-30-19



## EXHIBIT A

Consolidated High School District 230

Job Description  
School Resource Officer

Position: **School Resource Officer (SRO)**

### QUALIFICATIONS:

- A) A commissioned officer with a minimum of two years law enforcement experience
- B) A certified juvenile officer
- C) Evidence of a sufficient knowledge of applicable Federal and State laws, Village Ordinances, and Board of Education policies and regulations
- D) Capable of conducting in depth criminal investigations
- E) Even temperament and a role model for students
- F) Have sufficient communication skills that would enable the officer to function effectively within the school environment

### REPORTS TO:

The SRO, as an employee of the Orland Park Police Department will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order, who shall designate and/or authorize any variation in the officers' normal work schedule or assignments in consultation with the building principal.

### POSITION GOALS:

- A) Works in a collaborative manner to assist with the promotion of positive student behavior and self-discipline
- B) Fosters to maintain a positive working relationship between the Students, employees, and school community
- C) Plays a pivotal role in the prevention of criminal activities during the School day, at school events as assigned, and in or near school property
- D) Acts as a member of the school crisis team and link between school officials and the police department in any crisis situation, including the investigation of any threats of school personnel or members of the school community
- E) Acts in accordance to the Intergovernmental Agreement between the Village of Orland Park and the Board of Education of Consolidated High School District No. 230

### PERFORMANCE RESPONSIBILITIES:

- A) Protect school property, students, school personnel and visitors from criminal Activity by patrolling the school building and grounds and attending school functions such as athletic events, dances, concerts, and educational programs as required
- B) To enforce state, and local criminal laws and ordinances
- C) To establish a close working relationship with school officials in the Sandburg attendance area
- D) The SRO will be responsible for taking appropriate action on violations of the law involving juveniles

- E) Work with the school administration and teaching staff, assisting those members concerned with safety, drug education, conduct, counseling and preventative discipline
- F) Work with the Sandburg High School Administration in the implementation of Police-community school programs
- G) To prepare necessary records and reports as requested by the Sandburg High School Principal
- H) To assist other law enforcement officers with outside investigations concerning students attending Sandburg High School

COMMUNICATIONS:

- A) Serves as liaison between school administration and police department
- B) Maintains an ongoing dialogue with secondary school administrators, deans, counselors, social workers, and health service personnel regarding student Behavior
- C) Maintains complete confidentiality as defined and required by state law in regards to student conduct and criminal investigations that arise from his/her employment

DATE: July 1, 2019

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0482</b>
Orig. Department:	<b>Police Department</b>
File Name:	<b>Disposal of Equipment - Recommended Ordinance</b>

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### **BACKGROUND:**

The police department has nine (9) computers, two (2) computer monitors, one (1) printer, one (1) television, one (1) tape record, one (1) keyboard, four (4) switches (see attached memo) which are over five years old, no longer operate and serve no useful purpose to the police department. These electronic items have been replaced with newer equipment.

The police department requests to dispose of these outdated electronic items by donating them to Infinitec located at 7550 W. 183rd St. Tinley Park, IL 60477.

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to recommend to the Village Board to pass an Ordinance entitled: ORDINANCE AUTHORIZING DISPOSAL OF PERSONAL PROPERTY (COMPUTER EQUIPMENT) OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

...T

ORDINANCE AUTHORIZING DONATION OF PERSONAL PROPERTY (COMPUTER EQUIPMENT) OWNED BY THE VILLAGE OF ORLAND PARK, ILLINOIS

...B

WHEREAS, at least a simple majority of the Corporate Authorities of the Village of Orland Park, Cook and Will Counties, Illinois have decided that it is no longer necessary or useful for the Village of Orland Park to retain ownership of the personal property (computer equipment) described below; and

WHEREAS, at least a simple majority of the Corporate Authorities have therefore decided that continued ownership of the computer equipment described below is not in the best interests of the Village of Orland Park; and

WHEREAS, the computer equipment listed below is Village-owned property that has exhausted its usable life and is obsolete; and

WHEREAS, the computer equipment listed below has a value of zero dollars; and

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Orland Park, Illinois, as follows:

SECTION 1

The above recitals are hereby incorporated into this section as fully as if they were set forth herein in their entirety.

SECTION 2

Pursuant to Section 11-76-4 of the Illinois Municipal Code, Illinois Compiled Statutes, 65 ILCS 5/11-76-4, the President and the Board of Trustees of the Village of Orland Park find that the items of personal property listed on EXHIBIT A (computer equipment) now owned by the Village of Orland Park, Illinois, are no longer necessary or useful to the said Village and its best interests will be served by the donation of such computer equipment to Infinitec, 7550 W. 183<sup>rd</sup> Street, Tinley Park, Illinois, which company will recondition and repair such equipment for use by persons having learning disabilities.

SECTION 3

Pursuant to the said Section 11-76-4, the Village Manager is hereby authorized to and may direct the donation to Infinitec of the personal property to which Section 2 of this Ordinance refers.

SECTION 4

This Ordinance shall be in full force and effect from and after its passage, by a vote of at least a simple majority of the Corporate Authorities, and approval in the manner provided by law.

## EXHIBIT A

### Computer Equipment

<u>Item</u>	<u>Count</u>	<u>Reason/Age in years</u>
1. Dell 780 Desktop	1	5 + Years/End of Life
2. Dell T3500 Desktop	1	5 + Years/End of Life
3. Dell GX620 Desktop	1	5 + Years/End of Life
4. Hp D8C88 Desktop	2	5 + Years/End of Life
5. Hp Printer	1	5 + Years/End of Life
6. Hitachi B/W TV	1	5 + Years/End of Life
7. Dell Monitor	2	5 + Years/End of Life
8. Tape Recorder	2	5 + Years/End of Life
9. Moducom Desktop	4	5 + Years/End of Life
10. Adiran TSU 600 Switch	1	5 + Years/End of Life
11. Belkin KVM Switch	3	5 + Years/End of Life
12. Belkin KVM Monitor/Keyboard	1	5 + Years/End of Life

# Village of Orland Park



## Department of Police Memorandum

To: Commander Steve Sutherland  
From: Michael Flannery  
Date: 6/14/19  
Re: Disposal of old computer equipment

I am requesting permission to dispose of old computer equipment that does not work or is outdated and serves no useful purpose to the police department. Upon approval, the following items will be donated to Infinitec, 7550 W. 183<sup>rd</sup> St. Tinley Park, IL 60477, for disposal.

<u>Item</u>	<u>Count</u>	<u>Reason/Age in years</u>
Dell 780 Desktop	1	5+Years/End of Life
Dell T3500 Desktop	1	5+Years/End of Life
Dell GX620 Desktop	1	5+Years/End of Life
Hp D8C88 Desktop	2	5+Years/End of Life
Hp Printer	1	5+Years/End of Life
Hitachi B/W TV	1	5+Years/End of Life
Dell Monitor	2	5+Years/End of Life
Tape Recorder	2	5+Years/End of Life
Moducom Desktop	4	5+Years/End of Life
Adiran TSU 600 Switch	1	5+Years/End of Life
Belkin KVM Switch	3	5+Years/End of Life
Belkin KVM Monitor/Keyboard	1	5+Years/End of Life

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0483</b>
Orig. Department:	<b>Police Department</b>
File Name:	<b>An Ordinance Amending Various Sections of Title 7, Chapter 5 of the Village of Orland Park, Cook County, Illinois Regarding Solicitors - Recommended Ordinance</b>

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### **BACKGROUND:**

The Village of Orland Park regulates door to door solicitation to insure it is done in an orderly process that helps insure the safety and privacy of our residents.

The requested changes include the following:

1. Changing solicitation hours from 9:00 a.m. to 9:00 p.m. to 9:00 a.m. to 7:00 p.m.
2. Increasing the solicitations fee to \$100.00 for up to 90 days of soliciting
3. Increasing the fee for failure to return solicitor badges from \$50.00 to \$100.00
4. Providing "No Solicitor Invited" signs to residents at no charge at the police department front desk

### **BUDGET IMPACT:**

The increase in fees will generate approximately \$500.00 to \$750.00 in new revenue

### **REQUESTED ACTION:**

I move to recommend to the Village Board to pass an Ordinance entitled: **AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 7, CHAPTER 5 OF THE VILLAGE CODE OF THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS REGARDING SOLICITORS.**

...T

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 7, CHAPTER 5 OF THE VILLAGE CODE OF THE VILLAGE OF ORLAND PARK, COOK COUNTY, ILLINOIS REGARDING SOLICITORS**

...B

**WHEREAS**, the Village of Orland Park ("Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, pursuant to the Village's home rule authority, and pursuant to the authority granted to the corporate authorities of municipalities by Sections 11-1-1, 11-42-5, 11-80-2, 11-80-9 and 11-80-20 of the Illinois Municipal Code (65 ILCS 5/11-1-1, 11-42-5, 11-80-2, 11-80-9 and 11-80-20), the President and Board of Trustees of the Village of Orland Park find that the amendments set forth below to Title 7, Chapter 5 (Solicitors) of the Village of Orland Park Village Code ("Village Code") best serve the public health, welfare and safety, and are in the best interests of the Village, its residents and the public;

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS:**

**SECTION 1: Incorporation.** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Ordinance.

**SECTION 2: Village Code Amendments.** Title 7, Chapter 5 of the Village Code is hereby amended in its entirety to provide as follows:

**"7-5-1: DEFINITIONS:**

Canvasser: Any person going from door-to-door to engage in purely expressive speech such as advocacy for a particular religion, philosophy, ideology, political party, issue, candidate, or other case.

Charitable Purpose: Any benevolent, philanthropic, patriotic, or eleemosynary purpose and includes the conduct described in Section 480.20(c) of The Charitable Trust Act (14 Ill. Adm. Code 480).

Solicitor: Any person, firm or corporation traveling by foot, vehicle, or any type of conveyance who goes from residence to residence, business to business, or place to place, within the Village and without appointment, for the purpose of taking or attempting to take orders for the sale of goods, wares, merchandise, foodstuffs, subscriptions, or services of any kind, characters or description whatsoever; peddling (providing the article or thing at the time of the transaction); making or requesting appointments,



procuring interviews, or arranging for demonstrations or explanations preliminary to any actual solicitation of orders, selling, peddling or hawking; or engaging in other similar activities involving commerce or trade, or the sale of any commercial item. This definition also includes any person who, without invitation, goes upon private property to request contribution of funds or anything of value, or to sell goods or services for political, charitable, religious, or other noncommercial purposes..

Person: Person shall mean any individual, organization, group, association, partnership, corporation, trust, or any combination thereof.

Political Purpose: Any activity in support of bona fide candidates for public office, or any matter related to the election, nomination, or performance of public officials, or issues presented to the electorate at any election.

Residence: Residence shall mean and include every separate living unit occupied for residential purposes by one or more persons, contained within any type of building or structure and the yard or grounds upon which such structure is located.

Street Solicitation: Street solicitation means the act of any person standing in or on any street, roadway, highway, or intersection within the Village of Orland Park for the purpose of requesting directly or indirectly, money, credit, property, financial assistance, or other thing of value from the occupant of any vehicle.

#### **7-5-2: LICENSING OF SOLICITING: REQUIRED; EXEMPTIONS:**

A. Unless otherwise provided in this Chapter, it shall be unlawful for any person to engage in solicitation activities in the Village without first having a license as herein provided. Notwithstanding the fact that a group may have several solicitors in the Village at one time, a separate application shall be filled out and submitted to the Village for each individual solicitor and each individual solicitor shall be required to obtain a separate license. A license shall not be issued to any individual under the age of fourteen (14).

B. The following are exempt from the licensing provisions set out in 7-5-2:

1. A person seeking to obtain, from an occupant of any resident or business, an indication of the occupant's belief in regard to any political or religious matter;

2. A person conducting a survey or poll, or seeking signatures of Village residents for a petition, such as a zoning or election petition;

3. A person engaging in solicitation at the invitation or request of the person the solicitor contacts;

4. A person carrying, conveying, delivering, or transporting goods, wares, foodstuff, merchandise, newspapers, or services on regularly established routes or to the premises of any person who had ordered such products or goods and is entitled to receive them;

5. Minors engaged in fundraising activities to support: (1) a federally chartered charitable organization (such as Girls Scouts or Boys Scouts of America); (2) an activity organized and operated by a public or private school or unit of local government; (3) an organization organized as a Not For Profit entity and registered with the State of Illinois as a Charitable Organization; or (4) a similar Not For Profit organization that has a chapter or club based in the Village of Orland Park, as approved by the Village Manager; and

6. A canvasser.

C. Any person claiming to be legally exempt from the regulations set forth in this Chapter or from the payment of a license fee shall cite to the Village Clerk the statute or other legal authority under which exemption is claimed and shall present the Village Clerk proof of qualification for such exemption.

### **7-5-3: APPLICATION FOR LICENSE:**

A. Any person desiring a solicitation license shall initially submit an application in writing to the Chief of Police.

B. The application for a license shall be made under oath upon a form provided by the Chief of Police. Each original application shall be completed by the applicant in full and shall set forth:

1. The applicant's name, address and zip code, a copy of the applicant's current driver's license or state issued identification card, date of birth, sex, and a physical description of the applicant;

2. The name, address and telephone number of the person, firm, corporation, association or organization whom the applicant is employed by or represents, and the length of time of such employment or representation;

3. A description sufficient for identification of the subject matter of the soliciting in which solicitor applicants will engage.

4. The period of time (not to exceed 30 days) for which the license is applied.

5. Evidence that the applicant is authorized to solicit for the organization represented;

6. Evidence of compliance with the Illinois Solicitation for Charities Act, as applicable;

7. Information, including the date(s), regarding any prior application or use of a solicitation license by the applicant in the Village, and any revocation of a previously issued solicitation license by the Village;

8. Information as to whether a solicitation license has been previously issued to the applicant by any other jurisdiction, and if so, whether the license was ever revoked;

9. Information regarding any conviction of a violation of any of the provisions of this Chapter, its predecessor, or the ordinance of any other Illinois municipality, or any Illinois Statute, regulating soliciting;

10. Information regarding any conviction of any felony or misdemeanor involving dishonesty, theft, fraud, false statements, a threat to public safety, or a crime involving a sex offense, or offenses involving bodily harm against persons under the laws of this State or any other state or federal law of the United States within five (5) years of the date of the license application.

11. If a vehicle is to be used, a description of the same, together with license number or other means of identification.

#### **7-5-4: ISSUANCE AND DENIAL OF LICENSES:**

A. Upon receipt of a completed application, the Chief of Police shall review the application and all supporting documentation, and shall cause an investigation to be made as to the applicant's criminal record, if any, and compliance with all of the applicable laws and ordinances of the State and the Village.

B. Within ten (10) working days of receiving the application, the Chief of Police shall issue a solicitation license if a determination is made that:

1. The material statements made in the application are true;

2. The applicant had not been convicted of any felony or misdemeanor involving dishonesty, theft, fraud, false statements, a threat to public safety, or a crime involving sex offense, or offenses involving bodily harm against persons under the laws of this State or any other state or federal law of the United States within five (5) years of the date of the permit application;

3. The applicant has not had a previously issued solicitation license revoked by the Village or by any other municipality within five (5) years of the date of the application.

C. If the Chief of Police determines and finds that the applicant has not met one or more of the above conditions, the Chief of Police shall deny issuance of the solicitation license and shall give written notification of such denial to the applicant. Such notice shall be delivered in person or by U.S. mail, addressed to the residence address set forth in the license application, stating the action taken and the reasons supporting such action.

D. If the Chief of Police fails, within ten (10) business days of receipt of the license application, to act on the application, then, provided that the license fee has been paid, as applicable, the application shall be considered granted.

E. The Chief of Police shall cause to be kept in his or her office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all licenses issued under the provisions of this Chapter, and of the denial of applications. Applications for licenses shall be numbered in consecutive order, as filed, and every license issued shall be identified with the duplicate number of the application upon which it was issued.

#### **7-5-5: LICENSE FEES:**

To reimburse the Village for the cost of a criminal background check and the cost of administering the solicitation licensing process, the fee shall be one hundred dollars (\$100.00), each license to be valid for no more than thirty (30) days from the date of issuance. The validity of the license originally issued may be extended up to two (2) times, in thirty (30) increments, for a total duration of no more than ninety (90) days. Each thirty (30) day extension must be applied for in writing, or by email, to the Police Department prior to the expiration of a thirty (30) day license period. The extension will be granted unless the Chief of Police determines that the solicitor has committed a violation of a provision of this Chapter as hereinafter provided. A solicitor whose license has expired may apply

for a new license in accordance with this Chapter and presentation of his/her badge to the Police Department for inspection.

#### **7-5-6: BADGE REQUIRED:**

It shall be the duty of any person engaging in soliciting within the Village to wear in a conspicuous place on his or her outer garment the badge issued by the Chief of Police. It shall be unlawful for any person to engage in soliciting within the Village without wearing and displaying such badge. Every solicitor shall, prior to engaging in soliciting regulated under this Chapter, be issued a badge bearing the words "Registered - Orland Park" or words of similar impact, together with a serial number, which number shall be registered by the Chief of Police. As a condition to receiving such badge and to secure its return, such solicitor shall deposit with the Village the sum of fifty dollars (\$50.00). Each solicitor, upon expiration of his/her license to solicit in the Village, shall surrender the badge to the Chief of Police and upon doing so the Village shall refund the fifty dollar (\$50.00) dollar deposit. If the badge is not so returned, or is returned in damaged condition to the extent that it cannot be reused, said deposit shall be forfeited to the Village. In the event any such badge is lost, stolen or destroyed, a report of such fact shall be made to the Chief of Police and the deposit shall be forfeited to the Village. Failure to return a badge or returning it in a damaged condition shall be cause for the Chief of Police to deny a future solicitor license to the solicitor for a period of up to one (1) year and to increase the deposit for future badges to one hundred dollars (\$100.00). Failure to report the loss or destruction of a badge shall be cause to deny a future license to solicit.

#### **7-5-7: POLICY ON SOLICITING:**

It is hereby declared to be the policy of the corporate authorities of the Village that the occupant or occupants of the residences in the Village shall make the determination of whether solicitors shall be, or shall not be, invited to their respective residences. If no determination is made, as is provided in Section 7-5-8 hereof, then, in the event, the solicitation is permitted.

#### **7-5-8: RESTRICTIONS APPLICABLE TO ALL SOLICITING:**

- A. It shall be unlawful for any person:
  - 1. To continue soliciting or canvassing upon any premises or residence located thereon after having been requested by the owner or occupant thereof to leave such premises or residence.
  - 2. To solicit or canvass upon any premises or residence located thereon if such premises or residence posted against

solicitation, or against certain types of solicitation, by means of a notice, prominently displayed upon which is printed the legend:

"Only Solicitors Registered in Orland Park Invited"

or

"No Solicitors Invited" (A limited supply of "No Solicitors Invited" Notices are available for Village Residents at the front desk of the Police Department for no charge.)

or

"No Canvassers"

or

"Charitable Organization Solicitors Only"

or

"Not For Profit Organization Solicitors Only"

For purposes of the preceding sentence, a dwelling house, apartment or other place of residence shall be deemed to be posted against solicitation or posted against certain types of solicitation, if there is exhibited, on or near the main entrance to the premises or on or near the main door to any residence located thereon, a sign at least three inches (3") by four inches (4") in size and with letter at least three-eighths inch (3/8") in height, which bears one of the above legends.

3. To use any plan, scheme or ruse, or to make any statements, which indicates or implies that the purpose of such person's solicitation is other than to obtain orders for or to make sales of goods or services.

4. To misrepresent the right of a buyer to rescind or cancel a sale under the provisions of applicable law.

5. To cheat, deceive, or fraudulently misrepresent, whether through himself or through an employee, while acting as a solicitor in the Village.

6. To interfere with vehicular, bicycle, or pedestrian traffic on any public right-of-way, or within one hundred feet (100') of the intersection of any public right-of-way or driveway.

B. It shall be unlawful for any person regardless of having a license under this Chapter to go upon any premises and ring the doorbell upon or near any door of a residence located thereon or rap or knock upon the door or create any sound in any other manner calculated to attract the attention of the occupant of such residence for the purpose of securing an audience with the occupant thereof and engage in soliciting, as herein defined, prior to nine o'clock (9:00) a.m. or after seven o'clock

(7:00) p.m. Monday through Saturday or at any time on a Sunday or a State or National holiday.

C. It shall be unlawful for a person engaging in soliciting in the Village or Orland Park to hide or fail to conspicuously display his/her registration badge.

#### **7-5-9: REVOCATION OF LICENSES:**

A. The Village Manager and/or Chief of Police may revoke a solicitation license after finding that any of the following causes exists, but not before the licensee or registrant has been given at least ten (10) days' notice of hearing on the violations and revocation of the license. At said hearing the licensee and his or her attorney may present and submit evidence and witnesses in licensee's defense.

1. Violates any of the provisions of this Chapter;
2. Has made a false statement or misrepresentation in the license application;
3. Perpetrates a fraud or misrepresentation in the course of conducting solicitation activities;
4. Transfers any solicitation license to a person other than the person for whom the license was issued;
5. Uses or allows the use of a solicitation license by any person other than the person to whom the license was issued;
6. Conducts solicitation activities in an unlawful manner or in such a manner as to create a public nuisance or in such a way as to constitute a danger to the health, safety or welfare of the public; or
7. Is convicted of any felony or misdemeanor involving dishonesty, theft, fraud, false statements, a threat to public safety, or a crime involving sex offense, or offenses involving bodily harm against persons under the laws of this State or any other state or federal law of the United States subsequent to the issuance of a solicitation license.

B. In addition, in the event that the Chief of Police becomes aware that any licensee under this Chapter has been charged with any offense that would have disqualified that applicant from receiving a license, the

Chief of Police shall notify the licensee of the Village's intent to conduct a hearing to revoke the license in question.

#### **7-5-10: PENALTIES:**

Any person, firm or corporation violating any provision of this Chapter shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred and fifty dollars (\$750.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

#### **7-5-11: STREET SOLICITATION:**

Except as expressly permitted below, no person may stand in or on any street, roadway, highway, or intersection within the Village of Orland Park for the purpose of soliciting contributions from the occupant of any vehicle.

##### **7-5-11-1: EXCEPTION:**

A permit may be granted as outlined below, to certain charitable organizations to solicit contributions from the occupants of stopped vehicles at certain signalized intersections within the Village of Orland Park.

##### **7-5-11-2: ELIGIBILITY:**

Charitable organizations eligible to apply for solicitation permits shall be (1) registered with the Attorney General as a charitable organization as provided by the Illinois Solicitation for Charities Act, 225 ILCS 460/1 et seq.; (2) engaged in a statewide fund raising activity; and (3) liable for any injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent.

##### **7-5-11-3: AGE; VEST REQUIRED:**

Any person engaged in the act of solicitation shall be eighteen (18) years of age or more and shall be wearing a high visibility vest.

##### **7-5-11-4: DATES PERMITTED:**

No charitable organization may conduct more than one (1) street solicitation fundraiser of up to two (2) consecutive days in length per year.



Permits may only be requested for dates between April 1 and November 15, inclusive.

**7-5-11-5: LOCATIONS; HOURS:**

Based on the safety of potential solicitors and the safety of motorists, and considering the safe and orderly flow of traffic, solicitations may be permitted during daylight hours, but not later than 7:00 o'clock p.m. Central Time, only and only at signalized intersections within the corporate limits of the Village.

**7-5-11-6: APPLICATION:**

Applications for permits for street solicitation shall be made at least thirty (30) days, but no more than one (1) year, in advance of the earliest date requested. Applications shall be submitted to the Village Clerk, upon the form designed by the Clerk therefor. Applications shall be accompanied by indications of compliance with the eligibility requirements above and a certificate of insurance in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence, indemnifying and holding the Village of Orland Park harmless for negligent acts of the organization's solicitors resulting in injuries to any person or property during the solicitation which is causally related to an act of ordinary negligence of the soliciting agent. The certificate of insurance covering the actual date(s) of solicitation must be provided to the Village Clerk at least thirty (30) days before the earliest requested solicitation date. Applications shall include the name, address and local telephone number of the applying organization and the name and telephone number of the local contact person. The Village Clerk may from time to time amend the application and/or permit forms within the limitations of this Section 7-5-11.

**7-5-11-7: NUMBER OF SOLICITATIONS:**

No more than one qualifying organization may be granted a permit to solicit contributions from the occupants of stopped vehicles on any date.

**7-5-11-8: LOCATIONS TO BE INDICATED:**

Applications for permits shall indicate the locations at which solicitations are proposed, and the date(s) requested. Solicitation shall not occur at any time or in any location not indicated in the permit issued.

**7-5-11-9: PERMITS:**

The Village Clerk shall issue a permit to organizations meeting the application requirements of this Section, subject to the limitations above. However, if two (2) or more organizations apply for permits for the same dates, the Clerk shall resolve the conflict, based upon the date and time of application. All solicitors for organizations shall carry, and show on request, a copy of their organization's permit for street solicitation.

#### **7-5-11-10: REGULATIONS ADDED TO OTHERS:**

The requirements of this Section shall be in addition to and not in place of any other charitable solicitation permit requirements of the Village of Orland Park and this Code.

#### **7-5-11-11: PENALTY:**

Any person or organization, charitable or other, violating the prohibition of this Section against street solicitation except as expressly permitted shall be fined not less than fifty dollars (\$50.00) nor more than seven hundred fifty dollars (\$750.00) for each offense. Each day of violation, and each violating solicitor at each violating location shall be considered a separate offense under this Section. Prior violations shall be considered valid cause to deny subsequent permit applications.

#### **7-5-12: SEVERABILITY:**

If any section, subsection, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by the decision of any court of a competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Chapter.

**SECTION 3: Continuing Effect.** All parts of the Village Code not amended hereby shall remain in full force and effect.

**SECTION 4: Severability.** If any Section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

**SECTION 5: Repeal.** All ordinances, resolutions, motions or parts thereof in conflict with this Ordinance shall be and the same are hereby repealed.

**SECTION 6: Effectiveness.** This Ordinance shall be in full force and effect upon its passage and publication in pamphlet form according to law.

## **REQUEST FOR ACTION REPORT**

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File Number:	<b>2019-0502</b>
Orig. Department:	<b>Police Department</b>
File Name:	<b>Intergovernmental Agreement with Will County to Allow the Will County Sheriff's Office to Conduct Orland Park Police Officer-Involved shootings Occurring Within Portions of the Village Located in the County of Will - Recommended Agreement</b>

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### **BACKGROUND:**

Pursuant to the Police and Community Relations Improvement Act, 50 ILCS 727/1-1 *et seq.* no investigator involved in the investigation of an officer involved death may be employed by the law enforcement agency that employs the police officer involved in the officer-involved death.

The police department therefore is seeking to enter into an Intergovernmental Agreement to authorize the Will County Sheriff's Office to conduct investigations of Orland Park police officer involved shootings occurring within portions of the Village located in the County of Will.

This item is being considered by the Public Safety Committee and the Village Board of Trustees on the same night

### **BUDGET IMPACT:**

### **REQUESTED ACTION:**

I move to recommend to the Village Board to approve the Intergovernmental Agreement between the County of Will and Village of Orland Park to conduct Orland Park police officer-involved shootings occurring within portions of the Village located in the County of Will at no cost to the Village of Orland Park;

And

Recommend authorizing the Village Manager to execute the agreement upon approval of the Board.

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**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

***Authorizing an Intergovernmental Agreement between the Village of Orland Park  
and the Will County Sheriff's Office in Regard to Investigation of Officer-Involved  
Deaths and Shootings***

WHEREAS, 5 ILCS 220/1 et. seq. provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed with any other public agency of this State, and

WHEREAS, 5 ILCS 220/5 et. seq. further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract, and

WHEREAS, pursuant to the Police and Community Relations Improvement Act, 50 ILCS 727/1-1 et seq., no investigator involved in the investigation of an officer-involved death may be employed by the law enforcement agency that employs the police officer involved in the officer-involved death, and

WHEREAS, the Village of Orland Park desires to enter into this Intergovernmental Agreement, to authorize the Will County Sheriff's Office to conduct investigations of Village police officer-involved shootings occurring within those portions of the Village located in the County of Will, and

WHEREAS, the Executive Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the Intergovernmental Agreement between the County of Will and the Village of Orland Park in regard to investigation of officer-involved deaths and shootings, in the form substantially attached hereto, subject to the review and approval of the Will County State's Attorney's Office.

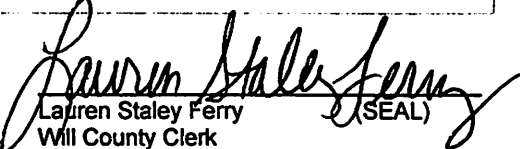
BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

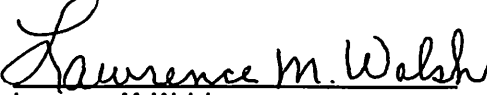
Adopted by the Will County Board this 20th day of June, 2019.

<b>AYES:</b>	Ogalla, Summers, Koch, Moustis, Rice, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Dollinger, Marcum, Berkowicz, Cowan, Tuminello, Weigel, Ferry, Kaulidis
<b>ABSENT:</b>	Moran

Result: Approved - [Unanimous]

Approved this 25<sup>th</sup> day of June, 2019.

  
Lauren Staley Ferry (SEAL)  
Will County Clerk

  
Lawrence M. Walsh  
Will County Executive

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF ORLAND PARK AND THE WILL COUNTY SHERIFF'S OFFICE IN  
REGARD TO INVESTIGATION OF OFFICER-INVOLVED DEATHS AND SHOOTINGS**

This Intergovernmental Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Village of Orland Park (hereinafter referred to as "Village"), the County of Will (hereinafter referred to as the County), and the Will County Sheriff's Office (hereinafter referred to as "WCSEO"). The Village, the County and WCSEO are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

**WHEREAS**, pursuant to the Police and Community Relations Improvement Act ("Act"), 50 ILCS 727/1-1 *et seq.*, no investigator involved in the investigation of an officer-involved death may be employed by the law enforcement agency that employs the police officer involved in the officer-involved death; and

**WHEREAS**, as a matter of policy, the Village desires to also authorize an independent law enforcement agency to investigate officer-involved shootings to conduct investigations of Village police officer-involved shootings occurring within those portions of the Village located in the County of Will; and

**WHEREAS**, the Village and County desire to enter into this Agreement to authorize the WCSEO to conduct investigations of Village police officer-involved deaths and Village police officer-involved shootings occurring within those portions of the Village located in the County of Will, pursuant to and in compliance with the Act, and the WCSEO is willing and able to conduct the investigations; and

**WHEREAS**, it is in the best interest of the Village and the County to enter into this Agreement; and

**WHEREAS**, the Parties to this Agreement desire to set forth their respective rights and duties concerning the investigation of Village police officer-involved deaths and shootings occurring in Will County, Illinois;

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

**I. INCORPORATION OF PREAMBLES**

The preambles, as set forth above, are incorporated into this Agreement by reference and are made a part of this Agreement.

**II. DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

"Officer-involved death" means any death occurring within those portions of the Village located in the County of Will of an individual that results from an action or directly from an intentional omission, including unreasonable delay in seeking medical treatment for an individual in custody or where the need for medical treatment is readily apparent, of a Village police officer while the officer is on duty, or otherwise acting within the scope of his or her employment, or while the officer is off duty, but performing activities that are within the scope of his or her law enforcement duties. "Officer-involved death" includes any death resulting from a motor vehicle accident, if the Village police officer was engaged in law enforcement activity involving the individual or the individual's vehicle in the process of apprehension or attempt to apprehend.

"Officer-involved shooting" means any instance occurring within those portions of the Village located in the County of Will when a Village police officer discharges his or her firearm causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty.

### III. VILLAGE RESPONSIBILITIES

#### A. Procedure To Activate WCSO Investigation Team.

1. To Activate the WCSO investigation team in the event of a police-officer involved death or shooting, the Village Police Department shall contact the WCSO dispatch and provide the type of incident, the location of the incident and provide the direct telephone number of the Village officer in charge.
2. Within five (5) days of the telephone request to activate the WCSO investigation team, the Village Chief of Police or the Chief's designee shall deliver a letter to the WCSO formally requesting that the police-officer involved death or shooting be investigated by the WCSO.

B. Non-Interference With WCSO Investigation. The Village on-scene police supervisor shall ask the Village police officer(s) involved in the officer-involved shooting or death the Public Safety Questions outlined in the Village Police Department's General Orders. However, the Village Police Department shall not conduct any further interviews of Village police officers involved in an officer-involved shooting or death, including witness officers, beyond the Public Safety Questions required by the Village Police Department General Orders. The Village Police Department shall otherwise defer to the WCSO in any investigation conducted under this Agreement.

#### C. Collection and Preservation of Evidence.

1. The crime scene investigator, or the Village on-scene police supervisor if a crime scene investigator is not immediately available, shall take photographs of the Village police-officer(s) directly involved in the officer-involved shooting or death prior to the officer(s) being transported to the hospital, unless doing so would interfere with the urgent medical needs of the officer(s).
2. The Village on-scene police supervisor shall collect the weapons and magazines of the Village police officer(s) involved in the officer-involved shooting or death and the items shall be turned over to the WCSO investigators at the earliest practicable time.

3. The Village on-scene police supervisor shall order all Village police officers involved in the officer-involved shooting or death not to discuss the details of the incident with other involved officers, peers or support personnel until after they have given their official statements to the WCSO investigators.
  4. The Village Police Department shall make all Village police officers on the scene of an officer-involved shooting or death available for interviews by the WCSO investigators; however, no such officer(s) directly involved in a deadly use of force shall be interviewed until after a minimum of two (2) sleep cycles.
  5. The Village Police Department shall be responsible for obtaining the names and contact information for all witnesses to an officer-involved shooting or death.
  6. The Village Police Department shall be responsible for safeguarding any firearms, ammunition, additional magazines or other weapons possessed by the person who was shot or killed in an officer-involved shooting or death until such time as the items can be turned over to the WCSO investigators.
  7. The Village Police Department shall not collect any physical evidence related to an officer-involved shooting or death, unless doing so is necessary to prevent the loss or destruction of the evidence. Rather, the Village Police Department shall secure the scene of the incident and start a crime scene log, pending the arrival of the WCSO investigators.
  8. The Village Police Department shall provide three (3) copies of all reports prepared by the Village Police Department related to an officer-involved shooting or death to the WCSO investigators.
  9. The Village Police Department shall provide three (3) copies of all pertinent photographs and audio and electronic recordings to the WCSO investigators including, without limitation, the following: in-car/dash cam videos, crime scene photographs, body camera recordings, holding cell surveillance, Taser cameras, 911 audio recordings, PDT/mobile computer traffic, MDT text traffic CAD printouts, radio traffic and event queries.
- D. The Village Police Department shall be responsible for Coroner notification and media inquiries.

#### **IV. COUNTY/WCSO RESPONSIBILITIES**

##### **A. Response and Investigation.**

1. Upon being notified by the Village of an officer-involved shooting or death through WSCO dispatch, the WCSO shall respond to the scene of the incident by dispatching an investigation team that meets the requirements of the Act, as may be amended, including, without limitation, that the lead investigator shall be a person certified by the Illinois Law Enforcement Training Standards Board ("Board") as a Lead Homicide Investigator, or similar training approved by the Board or the Department of State Police, or similar training provided at a Board certified school.



2. Further, if the officer-involved shooting or death being investigated involves a motor vehicle accident, one of the WCSO investigators shall be certified by the Board as a Crash Reconstruction Specialist, or similar training approved by the Board or the Department of State Police, or similar training provided at a Board certified school.
  3. The WCSO shall use members of its Crime Scene Services Unit to process the crime scene.
  4. The WCSO shall conduct interviews of all police officers who were on the scene or responded to the scene of the officer-involved shooting or death; however, no such interview shall be conducted of a Village police officer directly involved in a deadly use of force until after a minimum of two (2) sleep cycles.
  5. The WCSO shall interview all fire department and medical personnel who responded to the scene, and shall use its best efforts to conduct the interviews as soon as possible.
  6. The WCSO shall take all other prudent investigative actions necessary or proper for the completion of an investigation conducted under this Agreement.
- B. Investigation Report of Officer-Involved Death. With respect to an officer-involved death, the WCSO investigators shall, in an expeditious manner, complete its investigation report and provide a copy to the Will County State's Attorney. In the event that the State's Attorney, or a designated special prosecutor, determines that there is no basis to prosecute the law enforcement officer involved in an officer-involved death, the WCSO shall publicly release the report, subject to any applicable limitations imposed by law.
  - C. Investigation Report of Officer-Involved Shooting. With respect to an officer-involved shooting, the WCSO investigators shall, in an expeditious manner, complete its investigation report and provide a copy to the Village Chief of Police.
  - D. Limited Scope of WCSO Investigation. An investigation conducted by the WCSO under this Agreement is limited to a use of force investigation to determine whether a use of force was justified under the circumstances. The WCSO shall have no obligation to, nor shall it, conduct a criminal investigation related to an officer-involved shooting or death. The WCSO shall also have no obligation to, nor shall it, conduct an internal investigation on behalf of the Village related to an officer-involved shooting or death and whether discipline should be imposed on a police officer.

## V. GENERAL TERMS AND CONDITIONS

### A. Employment Status of County Employees

While performing services under this Agreement, WCSO investigators and all other WCSO and County personnel (collectively "County Employees") shall remain solely the employees of the WCSO and the County and nothing contained in this Agreement shall be construed to create an

employment relationship of any kind between the Village and any County Employee performing services under this Agreement. Accordingly, the WCSO and the County shall remain the sole employer of the County Employees performing services under this Agreement for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Illinois Public Employment Disability Act (5 ILCS 345/1, et seq.) and the Worker's Compensation Act (820 ILCS 305/1, et seq.).

**B. Reciprocal Indemnification.**

Village Indemnification of WCSO and County. As a material inducement for the County and WCSO to enter into this Agreement, the Village agrees to defend, indemnify and hold harmless the WCSO and the County, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the Village's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of the WCSO, its representatives, officers, trustees, agents and employees. Nothing herein shall prohibit the WCSO and the County from retaining counsel of its choosing or participating in its own defense. This obligation shall survive the termination of this Agreement.

WCSO Indemnification of Village. As a material inducement for the Village to enter into this Agreement, the WCSO agrees to defend, indemnify and hold harmless the Village, its representatives, officers, trustees, agents, and employees from and against any and all claims, actions, suits, damages, costs, expenses and liabilities, including the reasonable fees and expenses of their attorneys, expert witnesses and consultants, court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with the WCSO's performance of the terms of this Agreement, except to the extent that those claims, actions, suits, damages, costs, expenses and liabilities arise from the sole negligence of Village, its representatives, officers, trustees, agents and employees. Nothing herein shall prohibit Village from retaining counsel of its choosing or participating in its own defense. This obligation shall survive the termination of this Agreement.

- C. Third Parties and Defenses. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which either Party may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.
- D. Notices. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

B. If to the WCSO

Chief of Police  
Village of Orland Park  
15100 S. Ravinia  
Orland Park, Illinois 60462

Sheriff  
County of Will  
16911 W. Laraway Road  
Joliet, Illinois 60433

C. If to the County

County Executive  
County of Will  
302 N. Chicago Street  
Joliet, Illinois 60432

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

- E. Termination. Either Party may terminate this Agreement for any reason upon 60 days written notice to the other party. Notwithstanding notice of such termination, the WCSO shall complete any investigation commenced on or prior to the effective date of termination. In addition, either Party has the right to terminate this Agreement for cause by written notice to the other Party in the event of a material breach of the Agreement. Notice of termination for cause shall identify the material breach and the non-breaching Party shall provide the breaching Party with seven (7) days to cure the material breach. In the event that the breaching Party fails to cure within seven (7) days, this Agreement shall be terminated for cause, unless the non-breaching party extends the time to cure in writing; however, the WCSO shall be required to complete any investigation pending on the date of termination for cause if so directed by the Village Chief of Police or his/her designee, unless such breach continues and materially interferes with the WCSO's ability to complete said investigation.
- F. Counterparts. This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
- G. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.
- H. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.
- I. Venue. The venue for any lawsuit arising out of or related to this Agreement shall be the 12<sup>th</sup> Judicial Circuit, Will County, Illinois.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; the County, by its Board and pursuant to authority granted by law, has caused a Resolution to be passed authorizing this Agreement to be signed by its Executive and attested by its Clerk, and the WCSO pursuant to authority granted by law, has caused this Agreement to be signed by the Sheriff.

**VILLAGE OF ORLAND PARK**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**COUNTY OF WILL**

By: Lawrence M. Walsh

Date: June 25, 2019

Attest: Lauren Staley Long

**WILL COUNTY SHERIFF'S OFFICE**

By: Mike Kelly

Date: 6/25/2019