
THE VILLAGE OF TINLEY PARK

Cook County, Illinois

Will County, Illinois

**RESOLUTION
NO. 2018-R-099**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INSURANCE AGREEMENT BETWEEN THE VILLAGE OF
TINLEY PARK AND WILLIAM RINGHOFER**

**JACOB C. VANDENBERG, PRESIDENT
KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO
BRIAN H. YOUNKER
CYNTHIA A. BERG
WILLIAM P. BRADY
MICHAEL W. GLOTZ
JOHN A. CURRAN
Board of Trustees**

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Peterson, Johnson, & Murray Chicago, LLC, Village Attorneys
200 W. Adams, Suite 2125, Chicago, IL 60606

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Will County, Illinois

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

WHEREAS, the Village of Tinley Park (“Village”) and William Ringhofer (“Ringhofer”) desire to enter into an Insurance Agreement (“Agreement”), attached hereto as Exhibit 1, pertaining to the payment of certain retirement benefits; and

WHEREAS, the President and Board of Trustees of the Village of Tinley Park hereby declare that it is in the best interest of the Village and its residents to enter into said Agreement pursuant to this Resolution; and

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

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

SECTION 2: That the President and Board of Trustees of the Village of Tinley Park hereby authorized the Village President and/or Village Manager to execute said Agreement, attached hereto as Exhibit 1, subject to review and revision as to form by the Village Attorney.

SECTION 3: Any policy, resolution, or ordinance of the Village that conflicts with the provisions of this Resolution shall be and is hereby repealed to the extent of such conflict.

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

PASSED THIS 18th day of December, 2018.

AYES: Younker, Berg, Brady, Glotz, Curran

NAYS: Pannitto

ABSENT: None

APPROVED THIS 18th day of December, 2018.

ATTEST:



VILLAGE CLERK



VILLAGE PRESIDENT

EXHIBIT 1

AN INSURANCE AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND WILLIAM RINGHOFER

INSURANCE AGREEMENT

This Insurance Agreement (this "Agreement") is entered into as of the date written below by and among Sergeant William Ringhofer ("Ringhofer"), the Metropolitan Alliance of Police ("MAP") and the Village of Tinley Park, IL (the "Village") (collectively referenced herein as the "Parties.")

WHEREAS, MAP and the Village are parties to that certain Sergeant's Agreement regarding representation of Police Officers in the rank of Sergeant for certain specific purposes, dated June 5, 2018 (the "Sergeants' Agreement"); and

WHEREAS, the Sergeants' Agreement refers to and incorporates into such Sergeants' Agreement certain terms and conditions of employment set forth in the Collective Bargaining Agreement by and between the Metropolitan Alliance of Police Chapter #192 and the Village (the "#192 CBA"); and

WHEREAS, subject to certain terms and conditions, Village Ordinance 2011-O-017, ("Ordinance 2011-O17"), the #192 CBA and the Sergeants' Agreement provide retirees who (a) retire with not less than twenty (20) years of service to the Village and (b) have attained the age of fifty (50) years, with an opportunity to obtain health insurance through the Village insurance plan by paying to the Village one-half (1/2) of the cost of such coverage; and

WHEREAS, Ringhofer, a United States military veteran, has selected a retirement date and indicated a likelihood of relocating his primary residence from the State of Illinois and has, therefore, requested that the Village subsidize a health insurance plan other than one of the Blue Cross/Blue Shield of Illinois plans currently designated by the Village for employee and retiree health insurance coverage; and

WHEREAS, Ringhofer has requested the Village subsidize a health insurance plan for which Ringhofer is eligible because of his United States military veteran status and known as TRICARE; and

WHEREAS, the Parties desire to maintain amicable relations and resolve matters in a mutually beneficial manner;

NOW THEREFORE, in consideration of the mutual promises set forth below and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The Village will subsidize Ringhofer's preferred insurance plan offered by TRICARE (the "TRICARE Plan") at a rate of fifty percent (50%) of the insurance premiums payable by Ringhofer for the TRICARE Plan, subject to the terms of this Agreement.
2. Notwithstanding anything to the contrary contained herein, at no time will the Village be required to subsidize Ringhofer's TRICARE Plan in an amount greater than the maximum amount the Village is required to pay to subsidize the costs of any then current Village sponsored health insurance plan for Village retirees (the "Reimbursement Cap"). No payments made by the Village to Ringhofer shall exceed the Reimbursement Cap.
3. Ringhofer will provide the Village with evidence of his enrollment in the TRICARE Plan promptly after such enrollment, and will provide notice of his annual insurance premium

- costs. On or before the first day of each month, Ringhofer will provide the Village with evidence of payment of the prior month's monthly premium under the TRICARE Plan.
4. Ringhofer will promptly provide the Village with notification of any premium rate change payable under the TRICARE plan.
 5. Commencing with the first calendar month after the month in which Ringhofer retires and provides evidence of his enrollment in the TRICARE Plan, the Village will provide a monthly payment equivalent to fifty percent (50%) of the actual monthly premiums payable under the TRICARE Plan (subject to the Reimbursement Cap) as a separate, direct deposit into Ringhofer's designated monthly pension account. In accordance with Section 8.3 of the #192 CBA, this deposit will also include an additional \$60 toward Ringhofer's monthly health insurance costs.
 6. Notwithstanding anything to the contrary contained herein, in the event Ringhofer procures employment which provides health insurance benefits, then this Agreement, and the obligations of the Village hereunder shall terminate and be of no further force and effect.
 7. Ringhofer and MAP acknowledge and agree that (a), Ordinance 2011-O-017 and the #192 CBA and the Sergeants' Agreement contain all of the terms and conditions with respect to the Village's obligation to subsidize health insurance for retired Village police sergeants, including, without limitation, the amount of the subsidy, the number and qualification of insurance plan participants and any and all rights of retirees with respect thereto, and (b) this Agreement does not provide any additional rights or guaranty any existing right with respect to such matters beyond those provided for in the aforementioned documents. In the event of any conflict between the terms of Ordinance 2011-O-017, the #192 CBA and the Sergeants' Agreement and this Agreement, the terms of Ordinance 2011-O-017, the #192 CBA and the Sergeants' Agreement shall apply in all events. In accordance with Ordinance 2011-O-017 and the #192 CBA, Ringhofer's eligibility for subsidized health insurance shall cease when he reaches age 65 and becomes Medicare eligible.
 8. MAP agrees to this Agreement on a non-precedential basis and understands that the Village will not extend this agreement to future retirees.
 9. This Agreement may be executed in multiple or duplicate copies, and each such executed copy shall be deemed to be an original.
 10. All terms and conditions of the Sergeants' Agreement and #192 CBA shall remain in full force and effect during the stated contract term applicable to each.

INSURANCE AGREEMENT SIGNATURE PAGE

AGREED:

Village of Tinley Park, IL

**Metropolitan Alliance of Police,
on behalf of Sergeants and Patrol Officers**

By: 

By: 

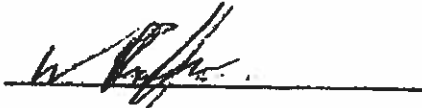
Its: Village President

Its: ATTY

Date: December 18, 2018

Date: 12/20/19

Sergeant William Ringhofer



Date: 12-19-18