

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, May 8, 2018,
beginning at 6:30 p.m. in

Council Chambers
Village Hall of Tinley Park
16250 S. Oak Park Avenue
Tinley Park, Illinois

Public Works Committee
Public Safety Committee
Community Development Committee

A copy of the agendas for these meetings is attached hereto.

Kristin A. Thirion
Clerk
Village of Tinley Park

NOTICE OF A MEETING
OF THE PUBLIC SAFETY COMMITTEE

Notice is hereby given that a meeting of the Public Safety Committee of the Village of Tinley Park, Cook and Will Counties, Illinois, will begin at 6:30 p.m. on Tuesday, May 8, 2018, in the Council Chambers at the Village Hall of Tinley Park, 16250 S. Oak Park Avenue, Tinley Park, Illinois.

The agenda is as follows:

1. OPEN THE MEETING.
2. CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON APRIL 10, 2018.
3. DISCUSS RENEWAL OF FLEET MAINTENANCE AGREEMENT WITH MOKENA FIRE PROTECTION DISTRICT.
4. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Safety Committee
April 10, 2018 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: W. Brady, Chairman
B. Younker, Village Trustee

Members Absent: M. Glotz, Village Trustee

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
P. Carr, Assistant Village Manager
B. Bettenhausen, Village Treasurer
F. Reeder, Fire Chief
K. Workowski, Public Works Director
J. Urbanski, Assistant Public Works Director
T. Condon, Village Attorney
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Public Safety Committee Meeting was called to order at 6:30 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE SPECIAL PUBLIC SAFETY COMMITTEE MEETING HELD ON MARCH 13, 2018 – Motion was made by Trustee Younker, seconded by Chairman Brady, to approve the minutes of the Special Public Safety Committee Meeting held on March 13, 2018. Vote by voice call. Chairman Brady declared the motion carried.

Item #3 – DISCUSS APPROVING ARCHITECT FOR FIRE STATION #2 - Interviews were conducted February 12, 2018, to determine the most appropriately qualified firm to enter into agreement in response to the architect Request for Qualifications (RFQ). Based on proposals, interviews and demonstration of qualifications, it is recommended the Village approves a professional services contract with FGM Architects. FGM Architects' schedule of fees was comparable with competitors and a Guaranteed Maximum Price (GMP) will be established in the near future once the scope of services is finalized.

Motion was made by Trustee Younker, seconded by Chairman Brady, to recommend a professional services contract to FGM Architect for fire station 2-47 be brought forward for future Village Board approval. Vote by voice. Chairman Brady declared the motion carried.

Item #4 – DISCUSS SECONDARY FACILITY AND SCOPE DISCUSSION FOR FIRE STATION #2 - Further scope of options for Fire Station 2-47 design was presented. These included:

- Determination of construction of a basement, which would be approximately 4000 sq. ft. and used for storage, which is currently needed. Proposal including a basement is \$270,000; without a basement, fees would be \$265,000.
- Identification of the most effective means of temporarily housing the personnel and apparatus assigned to Fire Station 2-47 during the construction phase. Option 1 would be construction of a

permanent cost-shared multipurpose building with the Park District, using property that would span Village and Park District lots south of the existing fire station. Pre-engineered facility fee is projected at \$40,000 and construction cost estimate of \$840,000. Option 2 would be construction of a temporary C-span tarp building structure and the rental/placement of a temporary living quarters trailer, which would be dismantled after the new station could be utilized. Trailer/C-span temporary facility fee would be \$4000 and construction cost estimate is projected at \$125,000.

Jason Estes from FGM Architects and Terry Bohr from R.C. Wegman Construction Company were present and discussed further details regarding the project.

Motion was made by Trustee Younker, seconded by Chairman Brady, to recommend further discussion at a later date regarding temporary housing of personnel and apparatus assigned to Fire Station 2-47. Vote by voice. Chairman Brady declared the motion carried.

Item #5 – DISCUSS ORDINANCE FOR REQUIRED SIGNAGE CROSSWALK ON 169TH STREET AT BANNES SCHOOL - The Police Department was contacted by Bannes School principal, Mr. Kowalski, inquiring the procedure for obtaining a crossing guard in front of the school at 169th Street and Odell Avenue to assist children to and from school. A study was conducted by Traffic Officer, Laura Sanchez on November 7 to November 9, 2017. Recommendations were to paint a crosswalk at 169th Street and Odell Avenue, place additional No Parking signs to reduce line of sight issues and provide a crossing guard at 169th Street and Odell Avenue.

Motion was made by Chairman Brady, seconded by Trustee Younker, to recommend establishing an ordinance for required signage crosswalk on 169th Street at Bannes School be brought forward for future Village Board approval. Vote by voice. Chairman Brady declared the motion carried.

Item #6 – DISCUSS SAFETY RADIO UPGRADE AT ANDREW HIGH SCHOOL - Staff requested to approve expenditures in the Village's safety radio equipment intergovernmental agreement with Andrew High School, which would allow the Village to place radio equipment in the school for improved communication. An itemized list of projected costs was given to the Public Safety Committee. Of note, the safety radio upgrade at Andrew High School was approved for next year's budget and funds are available.

Motion was made by Trustee Younker, seconded by Chairman Brady, to recommend the safety radio upgrade at Andrew High School be brought forward for future Village Board approval. Vote by voice. Chairman Brady declared the motion carried.

Item #7 – RECEIVE COMMENTS FROM THE PUBLIC - No comments from the public.

ADJOURNMENT


Motion was made by Chairman Brady, seconded by Trustee Younker, to adjourn this meeting of the Public Safety Committee. Vote by voice call. Chairman Brady declared the motion carried and adjourned the meeting at 6:58 p.m.

lc



Interoffice Memo

Memo #18-80

Date: May 3, 2018
To: Patrick Carr, Assistant Village Manager
From: Forest Reeder, Fire Chief 
Re: Mokena FPD Agreement for Fleet Maintenance

Pat;

Our Intergovernmental Agreements with the Mokena Fire Protection District (MFPD) for fleet maintenance is set to expire soon. The Agreement is a continuation of previously agreed to and in force understandings and will extend our cooperative arrangements for another year. The agreement covers the following intergovernmental understanding:

1. That TPDF agrees to continue to participate in a joint fleet maintenance agreement in which the Emergency Vehicle Technicians employed by the MFPD. They are contracted to perform routine, preventive and emergency maintenance of our fire suppression apparatus fleet. The 2018 agreement is an extension of agreements in force since 2014 and details the charges assessed to TPDF for work completed.

It is my recommendation that this Agreement be discussed and executed at the next Public Safety Committee on May 8, 2018.

FFR/caf

Attach: 2018 Maintenance Agreement

cc: S. Klotz, Dep. Chief
L. Godette, Dep. Clerk
FD Memo File
IGA File

VISION 120

BETTER • FASTER • SAFER • SMARTER

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOKENA FIRE PROTECTION DISTRICT AND
THE TINLEY PARK FIRE DEPARTMENT
FOR FLEET MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2018, by and between the Tinley Park Fire Department, an Illinois Municipal Corporation, (hereinafter referred to as “Tinley Park”) and the Mokena Fire Protection District, an Illinois Municipal Corporation, (hereinafter referred to as “Mokena”).

WHEREAS, Tinley Park desires to obtain Fleet Maintenance and repair for Tinley Park’s vehicles and equipment from Mokena; and

WHEREAS, Mokena desires to provide said maintenance and repair services to Tinley Park; and

WHEREAS, it is in the best interests of both Mokena and Tinley Park to enter into this Intergovernmental Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in the exercise of their powers and authority under the intergovernmental cooperation provisions of Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and other applicable authority, the Parties do hereby agree as follows:

Section 1: Incorporation of Recitals

The foregoing recitals are hereby incorporated herein and made a part of this Agreement.

Section 2: Service Provided by Mokena

- a) Mokena will provide Maintenance and repair for Tinley Park Fleet Vehicles and Equipment. It is mutually understood that Mokena is not the sole provider of Services for Tinley Park.
- b) The standard general labor rate agreed to is set forth at \$105.00/ hour unless specific services are identified through menu pricing and included in this document. A minimum charge of \$26.25 / quarter hour will be charged for all unscheduled labor.
- c) The General Apparatus Maintenance Program will be per the attached “Mokena Fire Protection District Apparatus Maintenance Program” dated 4/8/18 marked as Exhibit A. Prices will be determined based upon the 2019 price sheet which is attached as Exhibit B.
- d) Unscheduled and Emergency Repairs, Daytime. Mokena makes no guarantee that emergency daytime services can be provided. Mokena does NOT have “Full-time Personnel” in place. Mokena recognizes the sensitive nature of the assets of Tinley Park and the importance of their services to our local communities. Mokena is committed to providing equally outstanding services to all of its customers. Mokena reserves the right

to prioritize, and or reprioritize, its daily workloads as situations dictate. In addition Mokena reserves the right to engage the services of private contractors to meet its obligations in keeping all fleet assets operational in a timely manner. Any service work extending beyond the normal work day and requiring overtime are performed at 1.25 times the general shop labor rate. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park. These services are performed at the standard general labor rate.

- e) **Unscheduled and Emergency Repairs, Afterhours.** Mokena makes no guarantee that emergency after hour's services can be provided. Mokena does NOT have "On Call Personnel" in place to accommodate after hours services. Fleet personnel are permitted to respond on a case by case situation, but are not mandated to do so. Services provided in this nature are at 1.25 times the general labor rate, a minimum of two hours per call out will be billed. Mokena reserves the right to utilize its service vehicle to perform services onsite at Tinley Park.

Section 3: Waiver; Release; Indemnity

Tinley Park hereby waives, releases and holds harmless Mokena, its elected and appointed officers, officials, attorneys, and employees from, and agrees that Mokena shall not be liable for, any claim, injury, or loss, no matter how sustained, allegedly arising out of or related in any way to the provision of, the use of, the misuse of, or the disruption or failure of the Services pursuant to this Agreement, except only in the event of a willful and wanton conduct on the part of Mokena as determined by a court of law making a specific finding of fact.

Each party agrees to mutually indemnify, defend, and hold harmless the other party, its officers, agents and employees, for any and all third party claims, demands, damages, costs and expenses, including reasonable attorneys' fees, of any kind or nature whatsoever, resulting from bodily injury and physical injury to tangible property, caused by the negligent or willful act or omission by such indemnifying party's officers, agents, and employees in connection with, arising out of, or related to this Agreement.

Nothing in this Agreement prevents either Party from asserting any tort immunities or other legal defenses against lawsuits instituted by any nonparty against one or both parties to this Agreement.

Section 4: Insurance

Each party shall maintain insurance coverage with minimum limits of \$1 million which covers their respective obligations undertaken in this Agreement.

Section 5: Term

The term of this Agreement shall be for a period of one (1) year from the date of execution and may be renewed by either party for consecutive additional one (1) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term.

However, either party shall have the right to terminate this Agreement upon 15 days written notice delivered by certified mail or in person to the other party.

Tinley Park shall be responsible for payment to Mokena for actual costs incurred through the proposed termination date. Said costs shall be calculated on a daily, prorated basis, based upon the terms cited in this Agreement.

Section 6: No Assignment

Neither Party shall assign this Agreement without the prior written consent of the other Party.

Section 7: Amendments; Waivers

This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validly authorized, executed, and delivered by the Parties.

Section 8: Relationship of the Parties

Mokena shall act as an independent contractor with respect to the provision of the Services pursuant to this Agreement. Nothing in this Agreement is intended, or shall be construed or applied, to create the relationship of principal and agent, partners, or joint ventures between Mokena and Tinley Park.

Section 9: Default

If a Party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching Party files suit as a result thereof, the non-breaching Party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.

Section 10: Governing Law.

The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

Section 11: Severability.

The purpose of this Agreement are severable if any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

Section 12: Construction.

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

Section 13: Notices.

All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons at the addresses stated:

To Mokena:

Chief Howard Stephens
Mokena Fire Protection District
19853 Wolf Road
Mokena, IL 60448

To Tinley Park:

Chief Forest Reeder
Tinley Park Fire Department
6825 W. 173rd Place
Tinley Park, IL 60477

Section 14: Authorized Representatives

The officers of Tinley Park executing this Agreement warrant that they have been lawfully authorized to execute this Agreement on behalf of Tinley Park. The officers of Mokena hereby warrant that they have been lawfully authorized to execute this Agreement on behalf of Mokena.

Section 15: Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**MOKENA FIRE PROTECTION
DISTRICT**

VILLAGE OF TINLEY PARK

President, Board of Trustees

President

Secretary, Board of Trustees

Secretary

EXHIBIT A

Mokena Fire Protection District Apparatus Maintenance Program 4-8-18

- Emergency Vehicle Technician (EVT) mechanics are full-time firefighters with the District.
- The MFPD maintenance coordinator will schedule an appointment for apparatus maintenance with a department representative for a time that is convenient for both agencies.
- Basic Preventive Maintenance includes: engine oil and filter change, fuel filter change, chassis and driveline lubrication, set tire pressures, top off all fluids, and apparatus inspection.
- Apparatus inspection process is based on NFPA 1911 Standard for Inspection, Maintenance, Testing and Retirement of In-Service Automotive Fire Apparatus.
- For basic prevention maintenance, an ambulance will be in shop for approximately 2- 3 hours, while an engine or truck will be approximately 4 -5 hours.
- Optional in-depth brake and front-end inspection conducted by Chandler Services. Chandler Services pulls tires and checks brakes & seals and provide written documentation on brake wear. This can be schedule to be done at same day as preventive maintenance.
- Maintenance is scheduled during mechanics off duty time. When performing maintenance, mechanics do not leave for calls or other duties.
- If a major mechanical issue was discovered during preventive maintenance, the department designee would be contacted and informed of the problem.
- Maintenance records such as fluid and filter type for each apparatus would be kept. The invoice issued would include all work completed, fluids and parts used including a copy of the inspection report.

EXHIBIT B

2019 SERVICE PRICE SHEET

Quick Lube Estimated Costs	Ambulance	Engine/ Squad	Truck
Fuel filter	\$ 48.00	\$ 21.00	\$ 21.00
Oil filter	\$ 40.00	\$ 48.25	\$ 48.25
Oil	\$ 96.25	\$ 137.50	\$ 137.50
Chassis & Driveline Lubrication	\$ 5.00	\$ 5.00	\$ 5.00
Shop Supplies (5% labor, cap)	\$ 9.50	\$ 14.25	\$ 19.00
Estimated Labor (\$105/ hour) +/- time dependant on situation found	\$ 210.00	\$ 315.00	\$ 420.00
Total Cost	\$ 408.75	\$ 541.00	\$ 650.75

**Optional Services Below
Billed at a time and material cost**

Pump Oil \$350 and up \$350 and up
 ** price dependent on quart capacity

Transmission
 Transmission Filter & Check Service
 Transmission Drain, Filter & Check Service

Brakes & Front End
 Brake/Front End Inspection

Additional Services
 Air Filters
 Breathers
 Wipers
 Batteries

**COMMENTS FROM
THE PUBLIC**

ADJOURNMENT