

NOTICE OF STANDING COMMITTEES

Scheduled for
Tuesday, July 9, 2019,
beginning at 6:30 p.m. in

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

Administration & Legal Committee
Public Safety Committee
Public Works 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, July 9, 2019, 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 JUNE 11, 2019.
3. DISCUSS FIRE PAY PLAN.
4. DISCUSS FEE STUDY – POLICE DEPARTMENT.
5. DISCUSS FEE STUDY – FIRE DEPARTMENT
6. DISCUSS MABAS 24 DISPATCH AGREEMENT.
7. RECEIVE COMMENTS FROM THE PUBLIC.

ADJOURNMENT

KRISTIN A. THIRION
VILLAGE CLERK

MINUTES
Public Safety Committee
June 11, 2019 - 6:30 p.m.
Village Hall of Tinley Park – Council Chambers
16250 S. Oak Park Avenue
Tinley Park, IL 60477

Members Present: W. Brennan, Chairman
W. Brady, Village Trustee
M. Glotz, Village Trustee

Members Absent: None

Other Board Members Present: None

Staff Present: D. Niemeyer, Village Manager
B. Bettenhausen, Village Treasurer
F. Reeder, Fire Chief
M. Walsh, Police Chief
P. Connelly, Village Attorney
K. Clarke, Community Development Director
J. Urbanski, Assistant Public Works Director
C. Zemaitis, Village Engineer
L. Sanchez, Police Officer
D. Sanfilippo, Executive Assistant to the Mayor
L. Godette, Deputy Village Clerk
L. Carollo, Commission/Committee Secretary

Item #1 - The meeting of the Public Safety Committee was called to order at 6:34 p.m.

Item #2 – CONSIDER APPROVAL OF THE MINUTES OF THE PUBLIC SAFETY COMMITTEE MEETING HELD ON MAY 14, 2019

– Motion was made by Trustee Glotz, seconded by Trustee Brady, to approve the minutes of the Public Safety Committee meeting held on May 14, 2019. Vote by voice call. Chairman Brennan declared the motion carried.

Item #3 – DISCUSS SHORT-TERM RENTAL - TEXT AMENDMENT - In the Community Development Committee meeting held on December 11, 2018, staff presented research on how municipalities could regulate short-term rentals. Staff discussed options of licensing, taxation and zoning requirements, as well as operational and/or procedural standards. Staff was directed to draft a licensing ordinance for short-term regulation at that time.

In the Community Development Committee meeting held on January 8, 2019, staff presented a draft licensing ordinance for short-term rental regulation. An amendment was also required to the Zoning Code to regulate the use in residential zoning districts. The Plan Commission held a public hearing on March 7, 2019, and recommended a draft ordinance to define and regulate short-term rentals in residential zoning districts.

The proposed ordinance would amend the Municipal Code's XI Business Regulations with the addition of a new chapter regarding short-term rental unit licensing. An overview of the proposed ordinance included:

- Short-term rental properties be limited to owner-occupied units.

- No sleeping room shall serve more than two adults per night.
- No sleeping shall take place in any portion of an attached or detached garage or accessory structure.
- Meet standards and procedures for license approval
- Annual licensing fee of \$50
- On-site safety inspection required prior to license issuance
- Applicant must not have any outstanding Village debt or violations
- Ordinance includes revocation language for violations

Per the Fire Department, the following are to be addressed by the property owner to ensure public safety:

- Properly sized fire extinguishers in a visible and accessible location
- Signage posted within the unit indicating the location of fire extinguishers, fire exits and pull fire alarms
- Smoke detectors with sealed batteries in every sleeping area and on all levels of unit
- Carbon monoxide detectors per Code
- No rentals below grade without direct access to outside
- Address block visible from street
- Two distinct means of egress

The Public Safety Committee received a copy of the proposed ordinance for further review and consideration. Chairman Brennan asked whether this ordinance is subject to Crime Free Housing already in place. K. Clarke, Community Development Director stated it would not and explained the differences between Crime Free Housing and short-term rentals. Trustee Brady asked whether the short-term rentals currently operating in the Village would need to conform to the proposed standards and procedures. Ms. Clarke stated staff would work in conjunction with the property owners to ensure requirements are met. The Fire Department would be responsible to perform public safety inspections. Chairman Brennan asked the Committee if there were further questions. No one came forward.

Motion was made by Chairman Brennan, seconded by Trustee Brady, to recommend the Registration of Short-Term Rental Units Ordinance Amending Title XI of the Municipal Code be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brennan declared the motion carried.

Item #4 – DISCUSS AMENDING ORDINANCE 2002-O-058 - PARKING ON CERTAIN TRAFFIC ROUTES IN THE VILLAGE OF TINLEY PARK - SYCAMORE COURT

- A complaint was received of Andrew High School students parking on Sycamore Court and walking to school. The complainant further stated signs were previously posted prohibiting parking from 7 a.m. to 10 a.m., however, no signs are currently posted. The Traffic Unit researched the parking ordinances and the Village Clerk identified Sycamore Court (Ordinance 2002-O-058) under Title 7, Chapter 79, Schedule I, Subsection (B) Parking Prohibited. The Police Department requested amending Ordinance 2002-O-058, to include Sycamore Court under Title 7, Chapter 79, Schedule II, Parking Time Limited. This would allow the Village to post and enforce parking signs of "No Parking between 7 a.m. to 10 a.m. on School Days."

Chairman Brennan asked the Committee if there were any questions or comments. No one came forward.

Motion was made by Trustee Glotz, seconded by Trustee Brady, to recommend Amending Ordinance 2002-O-058, to include Sycamore Court under Title 7, Chapter 79, Schedule II, Parking Time Limited, be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brennan declared the motion carried.

Item #5 – DISCUSS MUTUAL AID BOX ALARM SYSTEM (MABAS) 24 MASTER AUTOMATIC AID AGREEMENT - MABAS Division 24 has developed a master Automatic Aid

Agreement for use between all departments utilizing a standard agreement. Previously, each department would perform Automatic Aid Agreements individually with a certain department or district. The intent of the master agreement is to simplify and consolidate agreements. The Fire Department will continue to abide by other existing agreements and review them periodically with other Automatic Aid Departments not affiliated with MABAS Division 24. This agreement would automatically renew for successive one (1) year terms, unless terminated in accordance with the requirements of the agreement. The Village's legal counsel has reviewed and approved use of this agreement for MABAS Division 24 purposes. Staff recommended approval of the MABAS Division 24 Master Automatic Aid Agreement.

The Public Safety Committee received a copy of the proposed agreement for further review and consideration. Chairman Brennan asked the Committee if there were any questions or comments. No one came forward.

Motion was made by Trustee Brady, seconded by Chairman Brennan, to recommend Mutual Aid Box Alarm System (MABAS) 24 Master Automatic Aid Agreement be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brennan declared the motion carried.

Item #6 – DISCUSS MOKENA FIRE PROTECTION DISTRICT (MFPD) AGREEMENT FOR FLEET MAINTENANCE - The Intergovernmental Agreement between the Tinley Park Fire

Department (TPFD) and Mokena Fire Protection District (MFPD) for fleet maintenance and repair services will soon expire. The Agreement is a continuation of previously agreed to and in force understandings and will extend cooperative arrangements.

The agreement included the following:

- TPFD agrees to continue to participate in a joint fleet maintenance agreement in which the Emergency Vehicle Technicians are employed by the MFPD. They are contracted to perform routine, preventive and emergency maintenance of TPFD fire suppression apparatus fleet. The 2019 agreement is an extension of agreements in force since 2014, and details the charges assessed to the TPFD for work completed.
- The 2019 agreement has been updated to reflect a 5-year agreement with an annual update, which was previously an annual agreement. The Village Manager requested this update in order to reduce annual ordinances.

Staff recommended approval of the Mokena Fire Protection District (MFPD) Agreement for fleet maintenance.

The Public Safety Committee received a copy of the Intergovernmental Agreement for review and consideration. Chairman Brennan asked the Committee if there were any questions. Chairman Brennan asked about increasing prices, for which F. Reeder, Fire Chief stated there have been minimal increases in hourly shop time, which has been calculated into the budget. Mr. Reeder explained firefighters off duty are certified Emergency Vehicle Technicians who perform the maintenance.

Motion was made by Chairman Brennan, seconded by Trustee Brady, to recommend the Mokena Fire Protection District (MFPD) Agreement for Fleet Maintenance and repair services be placed on the agenda for the next Village Board meeting. Vote by voice. Chairman Brennan declared the motion carried.

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

ADJOURNMENT

Motion was made by Chairman Brennan, seconded by Trustee Brady, to adjourn this meeting of the Public Safety Committee. Vote by voice call. Chairman Brennan declared the motion carried and adjourned the meeting at 6:49 p.m.

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DRAFT

Fire Pay Plan - Revised

2019

Fire Pay Plan REVISED 2019



Fire Pay Plan - Revised

2019

The pay plan was presented to the Board in April. At that time, the plan was tabled due to concerns with the long term cost and lack of recommendations on how to pay for the plan.

The new plan is a 5 step paygrade rather than a 10 step grade. In addition, it includes new paygrade levels for staff working EMT duties to reward those with the required certification that is expected to begin in 2021. Also, certified probationary firefighters now receive an increase after 60 days with satisfactory performance. In addition, command staff working at the Hollywood Amphitheater will receive a \$3 per hour acting up pay.

Fire Pay Plan - Revised

2019



The total estimated 10 year cost of the new plan not including market wage adjustments is \$3,150,000. The higher costs are in later years when employees have reached the top of the pay scale. The estimated 10 year cost of the old plan was \$4,400,000.

The new recommendations also includes a memo from the Fire Chief on expenditure reductions and new revenues to help pay for this new pay plan. In the first few years, when the annual costs are under \$300,000, the savings from no longer utilizing the Kurtz emergency medical dispatcher position will offset the pay plan costs. In future years the Village may need to consider raising ambulance fees or make other budget changes to pay for the new plan.

Also a merit performance form has been developed and included in the packet which includes factors such as training, fitness, initiative and communication. Employees will have to receive a certain number of points in the evaluation to qualify for a step increase.

Fire Pay Plan - Revised

2019

Below are some of the other highlights of the pay plan that was presented earlier to the board.

1. Rate increases in first year for some positions (based on market data).
2. Merit only pay for some positions (Fire Chief, DC, AC)
3. Education Stipend program replaced with performance evaluation/Merit system with potential for higher earnings.
4. Acting Rank Pay Program changed to provide incentive toward promotional opportunities
5. Non management fire suppression staff with 20 years or more service start on plan one step higher

Fire Pay Plan - Revised

2019

MARKET DATA COMPARISON

- Firefighter and Engineer pay trends well above market vs. other similar part time departments
- Lieutenant, Captain and Assistant Chief starting pay was below market overall, rates adjusted.
- Tinley Park pay is difficult to match due to:
 - EMT licensure not fully required/utilized in duties
 - Firefighter and Engineer are separate positions
 - Limited number of part time departments overall

Comparable Communities included:

- Algonquin, Homewood, Lansing, Flossmoor, Hanover Park, Crestwood, Geneva, So. Chgo. Hgts., Westmont, and McHenry Township.



Interoffice Memo

Date: July 9, 2019
To: Public Safety Committee
From: Village Staff
Subject: Fire Pay Plan – Revised Recommendations

This memorandum sets forth revised recommendations to the Village's proposed Fire Pay Plan. The first proposed Fire Pay Plan was reviewed and approved by the Public Safety Committee on March 12, 2019, then reviewed and approved by the Committee of the Whole on April 10, 2019 (see attached memorandum and minutes). However, the decision was made to table implementation only until additional research into funding and plan structure options was conducted, based on questions raised at Committee. Historical summary of the work performed and results are detailed below.

History

The Village's initial Pay Plan was created in 2006 by NIU. This Pay Plan included a ten (10) step program for the majority of staff, except some hourly employees and Fire Suppression staff. Pay rates for those affected hourly employees and Fire Suppression staff was and has been a single pay rate, according to the Village Pay Ordinance, updated annually with market wage adjustments (also known as COLA/cost of living adjustments). In 2016, the Village contracted with third party vendor, PayPointHR, to conduct a market pay and benefit study. The results of that study, along with data collected and verified by HR, resulted in the implementation of an updated Pay Plan (Oct 2018) for all non-collective bargaining employees. The data gathered from PayPoint HR for Fire Suppression staff was reviewed in 2018. In 2018 and 2019, due to insufficient data from PayPoint, various market studies were conducted by HR in order to create the proposed Fire Pay Plans as detailed below. (Please see Exhibits 1, 2 and 8 for various market data information).

Challenges

Tinley Park is a unique part time/variable hour Fire department and challenges occurred as data was gathered:

- One challenge in gathering market data has been to identify true market comparable communities. The majority of other communities hire full time fire suppression staff.
- Secondly, some communities require EMT (Emergency Medical Technician) Basic or Paramedic; and/or Engineer certification for Firefighters (all are not currently required in Tinley Park.)
- Lastly, many full-time communities prohibit secondary employment during the one year probation period, causing new part time hires to request leave of absence from Tinley Park in order to fulfill the full time position requirement.

Pay Plan Comparisons

Village Pay Ordinance (Old/current): The Village's Pay Ordinance provides for market wage increase, as approved by the Village Board, for Fire and other applicable Village staff. In FY20 the market wage increase was

2.5%, effective May 1, 2019. Fire pay was increased across the board for non-merit only positions and applicable staff received this increase. The Ordinance provides for “acting up” pay for Fire Suppression staff acting up as Engineers, Fire Officers, or Shift Commanders, and those employees receive the higher rate of pay for hours worked in that capacity. Educational Stipend funds (approximately \$75,000) are divided among applicable Fire staff who successfully meet criteria set forth by the Department during the applicable year.

- A correction to the Shift Commander “acting up” rate was made, effective as of payperiod starting June 16th. This is to ensure that the Shift Commander rate is equal to the current Assistant Chief rate of pay (\$25.96).
- All “Acting Up” rate structures will change to additional amounts per hour based on recommendations for the new pay plan (Exhibit 6).

Original Fire Pay Plan recommendation / Version 1 (April 2019):

- **Ten (10) Steps in paygrade** for positions of Firefighter, Engineer, Lieutenant, and Captain;
- Market Wage Adjustment, as approved by the Village Board, continues – except for Asst. Chiefs and PT Deputy Chief (DC);
- Assistant Chief (AC) / Part time Deputy Chief (DC) positions removed from paygrade document, as new Merit pay is effective May 1, 2019.
- Placement at one step higher **at time of plan implementation only** for staff members with 20 or more years of service (not incl. AC and DC).
- **Acting rank pay** flat hourly amounts added to Fire Suppression employees’ pay for hours worked in higher rank (Exhibit 6);
- New “Merit” pay (0%-4%), based on range determined annually by the Village Board, for Deputy Chief (one part time and one full time) and Assistant Chief (four) positions;
- Improved Performance Evaluation tool, which will determine step and merit range increases (Exhibit 3);
- **Estimated net cumulative cost** of Original Fire Pay Plan recommendation (2% between each full step, Ten (10) Step paygrades) for first ten (10) years is **\$4,400,000** (reflects estimates with market wage increase costs in 1st four years, after subtracting allocated Education Stipend funds \$75,000 annually and includes estimates for IMRF and ICMA-RC). **Exhibit 5** has further details on annual and 10-year cost.

NEW Fire Pay Plan recommendation / Version 2): In addition to responding to questions raised at the April 10, 2019 COW meeting, and in order to prepare for future EMS service delivery, the following revisions were made to the first Proposed Fire Pay Plan:

All of the aspects of the prior (April 2019) plan recommendation remain the same, except:

- **Five (5) Steps in paygrade** for positions of Firefighter, Engineer, Lieutenant, and Captain, to reduce long-term cost of plan; and discontinuance of Educational Stipend as in original proposed plan;
- Note part time Deputy Chief position has been corrected with current pay rate of \$40.72 as adjusted, based on late performance evaluations recently completed.

- In order to provide incentive for new certified hires to move quickly through the initial assignment/task book training process and get on the assignment roster in expedited fashion, it is recommended that probationary, certified firefighter pay be increased within sixty (60) days, upon completion of assignment/task book. This reflects increase from Step B (\$15.70) Probationary Firefighter, to Step A FFL3 (\$18.76, current) which is the next position level higher. This recommendation and other adjustments increase first year costs, see Exhibit 5.
- New paygrade “levels” for Fire Suppression staff **working EMT duties** to reward those with the required certification that may be performing these duties **when actionable at TPDF**. Intent to also encourage those without certification to obtain/meet the requirement (Exhibit 7 shows additional \$0.25/hour* for EMT-B and EMT-P licensed beginning in FY2021 or later (*only if working as EMT at TPDF). Beginning as of FY2023 or later, propose an additional ~\$1.25/hour** when working as EMT-PM at Tinley Park F.D. (**additional amt. of increase will vary slightly because step increases based on percentages, increase would apply only if working as EMT-PM at TPDF).
- **Estimated net cumulative cost of Fire Pay Plan** (EMT Pay option with 2% between each full step, Five (5) step paygrades) for first ten (10) years is **\$3,150,000** (reflects estimates **without any potential market wage increase costs included**, after subtracting allocated Education Stipend funds \$75,000 annually and includes estimates for IMRF and ICMA-RC). **Exhibit 5 has further details on annual and 10-year cost.**
- Please refer to Fire Dept. Funding Memo #19-104 (Exhibit 9) for details regarding funding options for the Fire Pay Plan.

*Calculation Assumptions: **All cost estimates for the proposed plans are in excess of normally expected/historical payroll costs.** Anticipated hours worked, overtime and multiple types of acting rank/holiday pay included in estimates based on past 12 months’ data for each position. Further details in Exhibit 5.*

Additional Staffing considerations

- Effective Summer 2019, Command Staff at the Hollywood Amphitheatre will now include one member of the Fire Dept. management staff. To incentivize and effectively staff this facility, Lieutenants, Captains, and also Assistant Chiefs are recommended to be eligible to receive their hourly rate plus acting up pay (\$3.00/hr). Please see Exhibit 6.

Thank you for your consideration.

cc: Pat Carr
Denise Maiolo
Forest Reeder

EXHIBIT 1 - PART TIME FIREFIGHTER MARKET DATA

LAST REVISION DATE: 07/01/2019

Rank	Algonquin	Homewood	Lansing	Flossmoor	Hanover Park	Crestwood	Geneva	So. Chgo. Hgts	Westmont	McHenry Township	Tinley Park-CURRENT (1 Step Plan)**	Tinley Park-PROPOSED FY2020 (Range)	IF HIGHLIGHTED IN YELLOW, EITHER EMT-B OR EMT-P IS REQUIRED TO PAY AT RATE LISTED
CERTIFIED Firefighter (NO EMT-B or EMT-P required) - POST Probation			\$13.58	\$21.00			\$20.90	15.43-16.91	15.43-15.43	\$14.08	\$19.52	\$18.76 - \$22.42	Flossmoor pays the same without FAE, but HIGHLY PREFERS IT, REQUIRES EMT LICENSE . For Tinley Proposed Range, those currently in position start at Step C in range
Firefighter (EMT-B or EMT-P required) - compared to future TPFD EMT step rates	15.95-16.92	\$20.00	15.10-16.54	\$21.00	\$17.45	15.89, 16.66, 17.68	21.54-31.54		16.51-18.71	{0-1yr: 15.60; 1-2yrs: 16.84; 2-3yrs:18.03; 3-4yrs: 19.22; 4-5yrs: 19.63} [0-1yr.: 19.22; 1-2yrs: 19.80; 2-3yrs:20.39; 3-4yrs: 21.63; 4-5yrs: 22.11]	\$19.52	\$19.01 - \$23.91	Crestwood, Geneva, Lansing & Hanover Park rates based on EMT or PM license. McHenry rates in orange font are for those with EMT-P , as compared to those with EMT-B license. Algonquin higher rate based on EMT-P. Most communities require FAE and/or other qualification to drive Fire Engine. Westmont requires FAE for their FF 2nd class and higher, those rates are compared to our engineer rate. Flossmoor has high preference for FAE and FFIII certification for applicants. For Tinley Proposed Range, those currently in position start at Step C in range
Engineer				\$21.00		16.40, 17.94, 18.71			19.22-26.52	compared to five (5) year FF rates: 20.13, 22.61	\$21.29	\$20.87 - \$24.94 (with EMT steps in future: \$21.12-\$26.44)	Crestwood Engineer rates based on EMT or PM license, top rate is for Chief Engineer. Flossmoor has high preference for FAE and FFIII certification for applicants. Westmont FF 1st class requires 5 yrs service, FAE & addt'l certs. and other participation requirements. At McHenry, no separate Eng position, FAE is encouraged but not required. For Tinley Proposed Range, those currently in position start at Step B in range
Lieutenant			\$17.37	\$21.00		18.19-18.45			27.37-29.57	27.07, 27.57, 28.07, 28.57, 29.07, 30.07	\$22.21	\$22.86 - \$27.31 (with EMT steps in future: \$21.12-\$26.44)	Crestwood & Lansing rates based on EMT or PM license.
Captain/ Officer				\$27.25		\$19.22			30.44-32.54	28.84, 29.34, 29.84, 30.34, 30.84, 31.84	\$23.37	\$24.19 - \$28.91	Flossmoor receives annual stipend in addition to Hourly rate. McHenry rate still current/accurate. Average calculation included Tinley Current rate Only.
Asst. Chief						\$19.73			36.59-43.92	31.84, 32.34, 32.84, 33.34, 33.84, 34.84	\$25.96 (under review)	\$28.30 - \$33.82	Rate listed for Crestwood is "Division Chief". Rates listed for McHenry reflect Acting Up rate for Captain as Battalion Chief. Average calculation included Tinley Current rate Only. For Tinley Proposed Range, those currently in position start at \$28.87
Deputy Chief Operations (PT)						\$28.70			\$52.46		\$36.00 - \$46.97 (Currently at: \$40.72)	\$39.43 - \$47.12	Recommend starting rate of \$42.47

**Except for Deputy Chief, who has been on management/ 3% step paygrade, although an hourly employee

**Exhibit 2 -- FY 2020 Fire Pay Plan - Market Comparison: Year 1 of Plan (Non-EMT) rates
KEEPING 2% DIFFERENCE BETWEEN EACH FULL STEP INCREASE (Date: 6/28/2019)**

Positions	Current Plan Min Hrly Rate w/2.5%	Current Plan Max Hrly Rate w/2.5%	Proposed STEP A Hourly Rate, FY 2020	STEP A % Increase in FIRST year of Plan compared to Current Plan	Proposed STEP A is ___% Higher or LOWER vs. Market <u>Minimum</u>	Proposed STEP A is ___% Higher or LOWER vs. Market 60th Perc.	MIDPOINT of Proposed Range is ___% Higher or LOWER vs Market 60% Perc.	Proposed Max. OR STEP J Hourly Rate, FY 2020	Proposed Maximum is ___% Higher or LOWER vs. Market <u>Maximum</u>	Avail. Market Data: Minimum Hourly Rate	Avail. Market Data: 60th Percentile	Avail. Market Data: Maximum Hourly Rate
Probationary Certified Firefighter	\$15.70	\$15.70	\$15.70	0%	11.51%	6.95%	17.37%	\$18.76	19.34%	\$14.08	\$14.68	\$15.72
Certified Firefighter (Post Probation): Compared to communities where EMT is not required	\$19.52	\$19.52	\$18.76	0%	30.0%	12.94%	17.52%	\$20.30	4.00%	\$14.43	\$16.61	\$19.52
Certified Firefighter (Post Probation) - Compared to communities requiring EMT	\$19.52	\$19.52	\$18.76	0%	13.08%	4.05%	11.22%	\$20.30	2.26%	\$16.59	\$19.52	\$20.76
Engineer	\$21.29	\$21.29	\$20.87	0%	12.45%	0.91%	8.36%	\$22.59	0.31%	\$18.56	\$21.06	\$22.66
Lieutenant	\$22.21	\$22.21	\$22.86	2.93%	14.41%	21.92%	17.20%	\$24.74	16.30%	\$19.98	\$27.87	\$28.77
Captain	\$23.37	\$23.37	\$24.19	3.51%	12.65%	23.36%	18.55%	\$26.19	17.75%	\$27.25	\$29.84	\$30.84
Assistant Fire Chief	\$25.96	\$25.96	\$28.30	9.01%**	12.51%	19.22%	9.05%	\$33.82	8.19%	\$31.84	\$33.74	\$36.59
Deputy Fire Chief (Part Time)	\$36.00	\$46.97	\$39.43	9.55%***	14.16%	9.61%	0.26%	\$47.12	2.02%	\$34.54	\$43.22	\$48.07

Only two (2) other communities found with Part time Deputy Chief positions, BOTH Asst. Chief and Dep. Chief evaluated for increase based on Merit only as of FY2020.

SEE EXHIBIT 6 FOR ALL ACTING RANK STIPEND AMOUNT RECOMMENDATIONS

RECOMMENDATIONS: STEP C / \$19.52 IS STARTING RATE FOR CURRENTLY ACTIVE POST-PROBATION FIREFIGHTERS
 STEP B / \$21.29 IS STARTING RATE FOR CURRENTLY ACTIVE ENGINEERS
 FF, Eng, LT, and Captain with 20 or more years' service started one step higher with implementation of pay plan only
 \$28.87 IS PROPOSED PLACEMENT RATE FOR CURRENT ASSISTANT CHIEFS AT START OF PAY PLAN, 11.21% increase in first year
 \$42.47 IS PROPOSED PLACEMENT RATE FOR CURRENT PART TIME DEP. CHIEF, 4.3% increase in first year (current rate: \$40.72)



Fire Suppression Personnel Evaluation Form

Non-Management Positions

EMPLOYEE INFORMATION			
NAME Click or tap here to enter text.	RANK Click or tap here to enter text.	DATE Click or tap to enter a date.	
Evaluation Period Click or tap here to enter text.	Hire Date Click or tap to enter a date.	Promotion Date Click or tap to enter a date.	Employment Category <input type="checkbox"/> IMRF <input type="checkbox"/> ICMA

Evaluation Points

Rate the Employee on a scale of 1 – 5 in each of the following categories. (Comments are required)

5 – Exceptional

Exceptional performance in all areas of responsibility. Planned objectives were achieved well above the established standards and accomplishments were made in unexpected areas.

4 – Exceeds Expectations

Consistently exceeds established standards in most areas of responsibility. All requirements were met and objectives were achieved above established standards.

3 – Meets Expectations

All job requirements were met and planned objectives were within established standards. There were no critical areas where accomplishments were less than planned.

2 – Needs Improvement

Performance in one or more critical areas does not meet expectation. Not all planned objectives were accomplished within the established standards and some responsibilities were not completely met.

1 – Does Not Meet Minimum Standards

Does not meet minimum job requirements. Performance is unacceptable. Responsibilities are not met and important objectives have not been accomplished. Needs immediate improvement.

PART I – PERFORMANCE FACTORS

A. Work Ethic

	5	4	3	2	1
Actively seeks academic and technical knowledge for self-improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Work is complete, thorough, and done in a professional manner without repeating of tasks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Actively seeks out additional work as it improves the team’s ability to thrive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accomplishes tasks or goals with a “safety-first” attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keeps commitments and meets deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can be trusted with the property of others and with confidential information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participates at fire department events off duty as necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Factor A **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)

Click or tap here to enter text.



Fire Suppression Personnel Evaluation Form

Non-Management Positions

B. Judgement and Problem Solving

	5	4	3	2	1
Makes reasonable and safe decisions when attempting to accomplish a task or solve a problem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Approaches problems in a safe, logical and well thought-out fashion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Seeks pro-active solutions to problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Applies decisiveness and critical thinking skills to complex and varied situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Factor B

TOTAL POINTS

Comments (Note: Ratings of 5 or 1 require explanation)

[Click or tap here to enter text.](#)

C. Time Management

	5	4	3	2	1
Consistently punctual and completes assignments on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Manages work so that quality of work is satisfactory and not hurried, incomplete or overwhelming to self and team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Factor C

TOTAL POINTS

Comments (Note: Ratings of 5 or 1 require explanation)

[Click or tap here to enter text.](#)

D. Teamwork / Interpersonal Skills

	5	4	3	2	1
Places the success of the team above self-interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Effectively works with others in order to accomplish tasks or solve problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Offers to help other company members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understands and follows chain-of-command	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is courteous and respectful of peers and supervisors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does not undermine team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helps and supports other team members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Factor D

TOTAL POINTS

Comments (Note: Ratings of 5 or 1 require explanation)

[Click or tap here to enter text.](#)

E. Adaptability / Stress Management

	5	4	3	2	1
Remains calm in stressful situations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adapts behavior in order to deal with changing situations in a safe manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adapts behavior in order to accomplish individual and department goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recognizes symptoms of stress in self and others; seeks to deal with stress appropriately	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicates with others to resolve problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remains flexible and open to change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Fire Suppression Personnel Evaluation Form

Non-Management Positions

Factor E **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

F. Practical Competence / Physical Ability

Demonstrates a desire to develop skills that are above minimal performance levels

Can accomplish multiple tasks in succession 5 4 3 2 1

Can retain and recall previously mastered skills 5 4 3 2 1

Strives to improve practical abilities 5 4 3 2 1

Knows all applicable safety behaviors and actions related to practical skills 5 4 3 2 1

Maintains a high level of physical fitness, dexterity, flexibility and strength through on-going fitness program participation 5 4 3 2 1

Factor F **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

G. Communication

Uses appropriate tone of voice 5 4 3 2 1

Articulates in a clear, logical and understandable manner 5 4 3 2 1

Displays confidence in message 5 4 3 2 1

Is persuasive and makes a positive impression 5 4 3 2 1

Demonstrates appropriate non-verbal communication techniques 5 4 3 2 1

Avoids letting stress control a communication process or method 5 4 3 2 1

Writes legibly using correct grammar and punctuation 5 4 3 2 1

Listens actively 5 4 3 2 1

Factor G **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

H. Initiative / Motivation / Decisiveness

Accomplishes tasks or goals without being ordered, coerced or motivated by others 5 4 3 2 1

Demonstrates desire for personal and professional development 5 4 3 2 1

Makes decisions definitively and consistently 5 4 3 2 1

Factor H **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

I. Empathy

5 **4** **3** **2** **1**



Fire Suppression Personnel Evaluation Form

Non-Management Positions

- Shows compassion for others and responds appropriately to heightened emotional responses
- Demonstrates a calm, compassionate and helpful demeanor towards those in need
- Mindful of the impact of his/her demeanor on those in need, family, bystanders, and other members of the public

Factor I **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

J. Community Awareness

- | | 5 | 4 | 3 | 2 | 1 |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Exercises compassion and willingness to help persons in varied situations with varied backgrounds | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Is sensitive to individual and cultural differences | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Knows the role a member of TPFD represents to the community | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Factor J **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

K. Appearance and Personal Hygiene

- | | 5 | 4 | 3 | 2 | 1 |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Appearance is clean, neat, well-groomed and in good personal hygiene | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Wears appropriate uniforms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Factor K **TOTAL POINTS** _____

Comments (Note: Ratings of 5 or 1 require explanation)
Click or tap here to enter text.

Employee Comments

Click or tap here to enter text.

Evaluator Comments

Click or tap here to enter text.



Fire Suppression Personnel Evaluation Form

Non-Management Positions

Part II - Review of Performance Goals and Objectives
Supervisor to complete prior to evaluation meeting

INSTRUCTIONS

List the employee's **PRIOR** year's objectives/goals (not to exceed a total of five/5) and discuss with your employee his/her success in meeting performance or self-development objectives set during the last evaluation session.

LAST EVALUATION CYCLE: MM/YYYY TO MM/YYYY | **DATE GOALS WERE SET:** _____

_____ CHECK THIS BOX IF NO PRIOR YEAR GOALS or ANNUAL REVIEW APPLY FOR THIS EMPLOYEE

GOAL	Goals Achieved (Yes/No), and list basis for how goal completion was determined
1)	
Supervisor Comments:	
2)	
Supervisor Comments:	
3)	
Supervisor Comments:	
4)	
Supervisor Comments:	
5)	
Supervisor Comments:	

 *Employee Signature

 Date

 Supervisor/Reviewer Signature

 Date

*Your signature indicates only that you have read and discussed this performance/goals review with your supervisor. **It does not necessarily mean that you agree with the comments.** If you disagree with your review or have any **specific** comments, you should indicate these in the spaces provided and/or on a separate page. Request a copy of the performance review from your supervisor.

OVERALL COMMENTS concerning this evaluation, by employee or evaluating supervisor, can be indicated on Page 2 of the Evaluation Form



Fire Suppression Personnel Evaluation Form

Non-Management Positions

Part III - Next Review Period / Current Year Performance Goals and Objectives
Supervisor to complete draft prior to evaluation meeting

INSTRUCTIONS

List a draft of the employee's upcoming/current year objectives. Discuss development goals with the employee and ensure there is agreement regarding the goals and measurement criteria based on "S.M.A.R.T. Goals" concept, which refers to:

- **Specific** (What is the employee trying to accomplish, what persons/groups need to be included, why is this a goal?)
- **Measurable** (How will it be proven that progress was made, or the goal was successfully completed?)
- **Achievable** (Does employee have the skills necessary to achieve the goal, or can they obtain them? Why is the goal important for the department or the Village? Can the goal be completed with the review period?)
- **Relevant** (Why is this goal being set NOW? Is it in alignment with a particular project, need, or Village strategic goal?)
- **Time-bound** (What is the deadline for the employee to complete this goal, and is it realistic?)

Complete this form with the final goals, and then supervisor and employee sign this form at the bottom of this page.

GOAL	MEASUREMENT CRITERIA
1)	
2)	
3)	
4)	
5)	

These goals/objectives have been mutually discussed and agreed upon for the Next Review period

_____ Employee _____ Date

_____ Supervisor _____ Date

I have reviewed this evaluation of performance, goal completion, and Next Review Period goals set:

Department Head (or designee) Signature Date

Village Manager (or designee) Signature Date

Human Resources Director Signature Date



Fire Suppression Personnel Evaluation Form

Non-Management Positions

SCORING - Parts I and II								
	Factor A		Factor D		Factor G		Factor J	Factor Goals
	Factor B		Factor E		Factor H		Factor K	
	Factor C		Factor F		Factor I		Grand TOTAL	

Signatures

Employee: _____

Date: _____

Evaluator: _____

Date: _____

Last Updated on: 6/27/2019

FINAL - FISCAL YEAR 2019-2020

PART TIME FIRE SUPPRESSION POSITIONS

HOURLY RATES

EXHIBIT 4 - DRAFT DATE 6/27/2019

**FIVE (5) STEP PLAN, 2% BETWEEN STEP FOR EACH POSITION;
RECOMMENDED RATES AS OF FISCAL YEAR 2019-2020 (FY2020)**

	Current Rate as of FY2020	A	A-5	B	B-5	C	C-5	D	D-5	E	MIDPOINTS	
Recruit	Per Ordinance	8.46										
Prob. FF	\$15.70	15.70										
Firefighter	\$19.52	18.76	18.95	19.13	19.32	19.52	19.71	19.91	20.10	20.30	19.52	
Engineer	\$21.29	20.87	21.08	21.29	21.50	21.71	21.93	22.15	22.37	22.59	21.71	
Lieutenant	\$22.21	22.86	23.09	23.32	23.55	23.78	24.02	24.26	24.50	24.74	23.78	
Captain/Ofc.	\$23.37	24.19	24.43	24.68	24.92	25.17	25.42	25.67	25.93	26.19	25.17	

2% between steps of each position (i.e., between step A and Step B is 2%, for positions from Firefighter to Captain)

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, FIREFIGHTER (POST- PROBATION) STARTING AT STEP C RATE, \$19.52

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, ENGINEER STARTING AT STEP B RATE, \$21.29

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, ASST. CHIEF STARTING AT STEP B RATE, \$28.87

Incumbent Lieutenants/Captains start at Step A ; Part Time Deputy Chief begins on plan at \$42.47 (Rate on current plan: \$40.72)

For FF, Engineer, LT and Capt. With 20 or more years service at start of plan: Start at one step higher in respective paygrade

****Beginning Fiscal Year 2020, Assistant Chiefs and Deputy Chiefs receive increase (follow evaluation/review) based on potential Merit increase range approved by Village Board each Fiscal Year (No longer on Step Increase schedule). Beginning FY2020/ May 2019, positions evaluated based on merit will not be eligible for annual market wage adjustments (COLA)/increases.**

EXHIBIT 5

Last Revised: 07/02/2019

Annual Cost Comparison of Fire Plan Recommendations – 1st TEN (10) Years of each version

As explained in memo, these estimated costs are in excess of normal expected and historical payroll and benefits costs.

COMPARISON OF PRIOR PLAN recommendation (April '19; TEN/10 Steps) to NEW Plan Version

Year	Ten (10) Step Plan Cost prior to EDU allocation (Market Wage Cost incl. in 1 st four years)**	Allocation of funds formerly used for Educ. Stipend (EDU)	Net estimated cost of Ten (10) Step Plan (Market Wage Adj. for 1 st four yrs.)	Net est. Cost if 2.5% Market Wage Adjust. applied to new plan costs Only**
1	\$82,000	\$75,000	\$7,000	\$7,000
2	\$169,000	\$75,000	\$90,000	\$90,000
3	\$274,000	\$75,000	\$199,000	\$199,000
4	\$386,000	\$75,000	\$311,000	\$311,000
5	\$484,000	\$75,000	\$409,000	\$420,000
6	\$584,000	\$75,000	\$509,000	\$522,000
7	\$687,000	\$75,000	\$612,000	\$628,000
8	\$771,000	\$75,000	\$696,000	\$714,000
9	\$839,000	\$75,000	\$764,000	\$784,000
10	\$880,000	\$75,000	\$805,000	\$826,000
Total			\$4,400,000	\$4,501,000

VERSION 2: FIVE (5) step paygrades and step structure of 2% in between steps within position, with discontinuance of Educational Stipend. Additional aspect of new paygrade “levels” for Fire Suppression staff working **EMT duties** to reward those with the required certification that are performing these duties* (*EMT-Basic/EMT-Paramedic (PM) levels only apply when serviceable and as worked at TFPD)

Year	Cost of Plan prior to EDU allocation (No Market Wage Cost incl.)**	Allocation of funds formerly used for Educ. Stipend (EDU)	Net estimated cost of Plan (No Market Wage Cost included)	Net est. Cost if 2.5% Market Wage Adjust. applied to New Plan Costs Only**
1	\$107,000	\$75,000	\$32,000	N/A if FY20 plan
2	\$194,000	\$75,000	\$118,000	\$123,000
3	\$296,000	\$75,000	\$221,000	\$228,000
4	\$402,000	\$75,000	\$327,000	\$337,000
5	\$441,000	\$75,000	\$366,000	\$377,000
6	\$459,000	\$75,000	\$384,000	\$395,000
7	\$471,000	\$75,000	\$396,000	\$407,000
8	\$482,000	\$75,000	\$407,000	\$418,000
9	\$494,000	\$75,000	\$419,000	\$430,000
10	\$507,000	\$75,000	\$432,000	\$444,000
Total			\$3,150,000	\$3,300,000

***Costs as shown are indicative of estimated expenses associated with plan changes, in excess of current pay plan costs.*

Position(s) applicable	HR - Hourly Stipend Recommendation for Fire Pay Plan	FY2019 Rates/ FY2019 Acting Rank Pay Program: Differential/ Higher Pay amount received		Comparable Community/ Township (Market Research)	Amt of Stipend (Market Research)
Firefighter acting as Engineer	\$1.70/hour added to current rate of pay	\$ 1.73		Bedford Park	\$2.08 per hour (equivalent)
Firefighter acting as Officer	\$2.75/hour added to current rate of pay	\$ 2.63		McHenry Township	\$2.50 per hour
Firefighter acting as Officer	\$2.75/hour added to current rate of pay	\$ 2.63		Westmont	Range: \$1.60-\$2.55
Engineer Acting as Officer	\$1.50/hour added to current rate of pay	\$ 0.90			
Lieutenant acting as Shift Commander	\$3.00/hour added to current rate of pay	\$ 4.29		Westmont	Range: \$1.60-\$2.55
Captain/Lieutenant acting as Shift Commander	\$3.00/hour added to current rate of pay	\$ 3.16		McHenry Township	\$3.00 per hour
Captain acting as Shift Commander	\$3.00/hour added to current rate of pay	\$ 3.16		Westmont	Range: \$1.60-\$2.55
Asst. Chief acting as Deputy/Operations Chief	\$3.00/hour added to current rate of pay	N/A			

EXHIBIT 7 - RECOMMENDED beg. FY2020) - 2% Between each Step, FIVE (5) Step Plan, Additional paygrades for staff working EMT-B or EMT-P duties IN FUTURE YEARS (Starting rates in Orange)

**LAST REVISED:
6/27/2019**

SEE LEGEND/INFO BELOW	Current Rate as of FY2020 ↓	A	A-5	B	B-5	C	C-5	D	D-5	E (Top of Range)	
	Current Rates as of 5/1/2019 Ordinance	Min. Wage, eff. 1/1/2020	Min. Wage, eff. 7/1/2020	Min. Wage, eff. 1/1/2021		Min. Wage, eff. 1/1/2022		Min. Wage, eff. 1/1/2023		Min. Wage, eff. 1/1/2024	Min. Wage, eff. 1/1/2025
Recruit (no BOF)	\$8.46	9.25	10.00	11.00		12.00		13.00		14.00	15.00
Prob. FF	\$15.70	15.70									MIDPOINT
Firefighter L3	\$19.52	18.76	18.95	19.14	19.33	19.52	19.71	19.91	20.11	20.31	19.52
Firefighter L2*	\$19.52	19.01	19.20	19.39	19.58	19.78	19.98	20.17	20.38	20.58	19.78
Firefighter L1**	\$19.52	20.01	20.21	20.41	20.61	20.82	21.03	21.23	21.45	21.66	20.82
Engineer L3	\$21.29	20.87	21.08	21.29	21.50	21.71	21.93	22.15	22.37	22.59	21.71
Engineer L2*	\$21.29	21.12	21.33	21.54	21.76	21.97	22.19	22.41	22.64	22.86	21.97
Engineer L1**	\$21.29	22.12	22.34	22.56	22.79	23.01	23.24	23.47	23.71	23.94	23.01
Lieutenant L3	\$22.21	22.86	23.09	23.32	23.55	23.78	24.02	24.26	24.50	24.74	23.78
Lieutenant L2*	\$22.21	23.11	23.34	23.57	23.81	24.04	24.28	24.52	24.77	25.02	24.04
Lieutenant L1**	\$22.21	24.11	24.35	24.59	24.84	25.08	25.33	25.59	25.84	26.10	25.08
Captain L3	\$23.37	24.19	24.43	24.68	24.92	25.17	25.42	25.67	25.93	26.19	25.17
Captain L2*	\$23.37	24.44	24.69	24.93	25.18	25.43	25.68	25.94	26.20	26.46	25.43
Captain L1**	\$23.37	25.44	25.69	25.95	26.21	26.47	26.73	27.00	27.27	27.54	26.47

2% between steps of each position; (i.e., between step A and Step B is 2%, for Firefighter, Engineer, Lieutenant and Captain)

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, Firefighter Rate starts at \$19.52 (STEP C)

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, Engineer Rate starts at \$21.29 (STEP B)

Lieutenant and Captain start at STEP A

If incumbent has 20 or more years service with Fire Suppression, Starts one step higher at implementation of plan only.

IF CURRENTLY IN POSITION AT START OF NEW PAY PLAN, ASST. CHIEF STARTING AT \$28.87 (Current Rate: \$25.96)

IF CURRENTLY IN POSITION, PT DEPUTY CHIEF STARTS AT \$42.47 (Current Rate: \$40.72)

Beginning Fiscal Year 2020, Assistant Chiefs and Deputy Chiefs receive increase (follow evaluation/review) based on potential Merit increase range approved by Village Board each Fiscal Year (No longer on Step Increase schedule). Beginning FY2020/ May 2019, positions evaluated based on merit will not be eligible for annual market wage adjustment (COLA)/increases.

This Option includes Paygrades for FF, Engineer, LT, and Captain working EMT-B OR EMT-Paramedic duties based on EMT Service Delivery level

L3:	No EMT-B or EMT-P license
L2*:	EMT-B license, WORKING EMT-B duties at T.P.F.D., rates not in force until ALS service delivery at EMT-B basis is in effect (FY2021 or later)
L1**:	EMT-P license, WORKING EMT-P duties at T.P.F.D.; rates not in force until ALS service delivery at EMT-P basis is in effect (FY2023 or later)

EXHIBIT 8

EMT Basic / Paramedic
Differential Pay Practices

Last updated on: 05/22/2019

Community	EMT B Required?	EMT P Required?	F AE (Engineer Cert) required?	Pay details, diff. amt. paid for EMT?	work in role with no EMT?	Notes and other conditions	Current Tinley Park Plan
Homewood	Yes, *unless a Homewood resident	Highly preferred		\$15/hour for EMT-B; \$20/hour for EMT-P	See*	*have to stay for 2 years or pay back cost of EMT school	Tinley does not currently require EMT lic. Or duties, and pays post-probation FF \$19.52/hour
Crete Township	Yes	preferred	No	\$18.84/hour for EMT-B; \$20.13/hour for EMT-P	No		Tinley does not currently require EMT lic. Or duties, and pays post-probation FF \$19.52/hour
Flossmoor	Highly Preferred	Highly Preferred	Highly preferred	\$21.58/hour: EMT-P; \$14.18/hour: EMT-B or otherwise	very rarely	lower rate of pay for EMT-B (& non-EMT), vs. EMT P;	T.P. does not req. EMT or FAE for Firefighters. Our hourly rate for Engineers, which also does not require EMT, is \$21.29/hour; Our FF rates for Prob. FF & post-probation FF are higher than Flossmoor EMT-B rate
Westmont non-Engineer (FF 3rd class - IL Certified)	Yes	No	No	\$15.72 with EMT-B /\$17.82 with EMT-P	No		T.P. does not currently require EMT lic. Or duties, and pays post-probation FF \$19.52/hour
Westmont FF 2nd Class (Engineer)	Yes	No	Yes	\$18.29 min/\$19.33 max. - addt'l. 2.10/hr for EMT-P	No	Have to complete FF III & FAE Certs	Our hourly rate for Engineers does not require EMT, and is \$21.29/hour
Westmont 1st Class	Yes	No	Yes	\$22.11 min/\$23.15 max. - addt'l. 2.10/hr for EMT-P	No	Requires 5 yrs. Service, and addt'l. certifications (incl. FO1). Lieutenants and Captains eligible for EMT differential (\$2.10 addt'l per hour), Chief Officers do not receive paramedic incentive pay)	Compensation available for years of service and addt'l. certifications is via the educ. stipend program, the amounts rec'd by an employee will vary from year to year
McHenry Township	No	No	No?	Base rate: \$14.43/hour; Year 1 EMT-B diff.: \$1.17, Year 2 EMT-B diff.: \$2.41; Year 1 EMT-P diff.: \$4.79, Year 2 EMT-P diff.: \$5.37	Yes, but see***	***BASE hourly rate does not increase for those without EMT-B or EMT-P; "diff." = amt. above base hourly rate; LT & Capt not provided diff for EMT-B or EMT-P	T. P. Year 1 rate for FF, which does not req. EMT, is higher than McHenry Year 1 Base + EMT-P differential



Department Memo

Issued & Approved by:
Fire Chief Forest Reeder

MEMO #19-104

Date: July 2, 2019
To: David Niemeyer, Village Manager
From: Forest Reeder, Fire Chief
Subject: Fire Pay Plan Funding

Dave,

As instructed, I offer the following considerations for discussion regarding opportunities to identify sources to offset the cost of the proposed Fire Department pay plan. The increases in the plan include two factors:

- An annual cost of living adjustment (COLA) or market wage adjustment (MWA) currently forecast to be at 2.5% per year.
- A new multi-year step plan to allow for a merit and performance-based system to provide parity with the fire plan and other Village departments using a pay range for each rank that is currently proposed to move 2% per step based on successful evaluation measures.

The draft proposal being considered at the Public Safety Committee on July 9th recommends the following 5-year costs. These costs are represented by the 2.5% MWA and the annual increases associated with the steps and expansion of our service capacity over this period. The base cost of the Department staffing requirements as they are each year are also included for your review as a comparison.

The following sources can be utilized to assist in the overall cost of the plan:

- The TPFD Stipend program allocates \$75,000 per year and this amount has already been factored into the pay plan recommendations.
 - \$75,000 annually
- Effective August 1, 2019, we will no longer be utilizing the Kurtz emergency medical dispatcher (EMD) position that is included in the current Emergency Medical Services contract between the VoTP and Kurtz EMS.
 - \$252,000 in FY20 and increases per our ordinance annually

- Consider use of OSFM training reimbursement funds which are available each year based on the State of Illinois fire service training reimbursement program. This program does not guarantee any specific amount of reimbursement as it is based on certification training hours. Our department has a training plan to suggest member's progression in the certification system, but participation levels are uncertain.
 - \$3,000 to \$5,000 annually
- Funds from our EMS billing shares could potentially be reassigned in total or in part at the direction of the Board. Currently, the Village of Tinley Park receives \$400,000 annually. Ambulance billing fees could be increased to remain competitive with surrounding communities.
 - \$400,000 annually
- Consider the establishment of a "Rescue Tax" or "Fire / Rescue User Fee" through the adoption of an ordinance consistent with *70 ILCS 705/24 - Special Tax for Emergency Rescue Crews and Equipment*. Legal would have to determine the application of a Fire Protection District tax statute to a municipal government body.
 - \$ Undetermined

FFR/caf

cc: P. Carr, Asst. Village Manager
D. Maiolo, HR Director
P. Wagener, Dep. HR Dir.
S. Klotz, DC / Suppression

VISION 120

BETTER • FASTER • SAFER • SMARTER



Interoffice Memo

Date: July 3, 2019
To: Tinley Park Public Safety Committee
From: Commander Stanley J Tencza
Subject: Parking/Compliance and Local Ordinance Fine Schedule

I was tasked with comparing and contrasting Tinley Park's Fine Schedule with that of other surrounding communities.

Currently, the Village of Tinley Park sets the fine for parking and compliance violations (vehicle equipment offenses) at \$25.00. Parking and compliance citations may be paid for via mail or in person. The fines for local ordinance violations are set by a hearing officer with a maximum fine of \$750.00. Local ordinance violators must appear for a court hearing.

I reviewed the Fine Schedules for the following communities:

Community	Parking/Compliance Citation	Fine	Local Ordinance Citation	Fine *
Orland Park	Parking/Compliance Citation	\$75.00	Local Ordinance Citation	\$100.00-\$750.00
Orland Hills	Parking/Compliance Citation	\$100.00	Local Ordinance Citation	\$100.00-\$750.00
Bolingbrook	Parking/Compliance Citation	\$30.00-\$100.00	Local Ordinance Citation	\$100.00-\$750.00
Schaumburg	Parking/Compliance Citation	\$50.00-\$100.00	Local Ordinance Citation	\$100.00-\$750.00
Woodridge	Parking/Compliance Citation	\$5.00-\$100.00	Local Ordinance Citation	\$100.00-\$750.00
Plainfield	Parking/Compliance Citation	\$35.00-\$100.00	Local Ordinance Citation	\$100.00-\$750.00

*All the communities local ordinance fines are either a set fine between \$100.00 and \$750.00 or set by the hearing officer

The Village of Tinley Park currently has \$212,175.00 (2018 only) worth of fines in collections. Upon speaking with these communities, fine payment seems to be a common problem. However, the communities utilizing on-line payment methods reported greater than normal fine payment compliance.

After speaking with these communities and discussing the matter with Village of Tinley Park staff, I would make the following recommendations:

- Increase the fines for Parking/Compliance citations to \$50.00
- Establish an on-line payment option
- Set a fine schedule for Local Ordinance violations and allow them to be paid without a must appear for a court hearing
- Review all fines currently in collections and consider an amnesty program
- Adopt an ordinance for the Towing of Unlawful Vehicles. The ordinance would allow for the towing of vehicles used by persons committing certain defined crimes within the Village and the assessment of a \$500.00 administrative fee



Interoffice Memo

Issued by & Approved by:

DC Daniel Riordan

Memo #19-103

Date: June 28, 2019

To: Dave Niemeyer, Village Manager
Forest Reeder, Fire Chief

From: Daniel Riordan, Deputy Chief / Fire Prevention

Subject: Fire Department Service Fee Proposals

As result of a recent review and analysis of Fire Department related fees, the following is a recommendation to adjust the fees that relate to fire protection systems, fire alarm systems, and personnel costs for special event / fire watch activity. Attached is a table summarizing the proposed changes.

The proposed fees are based on two factors:

1. What surrounding communities have assessed for similar permits and services.
2. Cost to perform the permit process.

The short-term goal is to assess fees that can be considered consistent with surrounding communities and also be able to offset operational costs as a result of a permit function. The long-term goal is to periodically review the resources used for the permit and plan review functions and determine if the fees assessed are justified.

Permit fees relating new construction, fire alarm and fire sprinklers are assessed using three factors:

1. Administrative cost of the permit
2. Review of the submitted documents
3. Field inspection to ensure compliance

Permit fees for fire protection systems are proposed to increase from \$15 to \$50. The permit fee for fire alarm systems will remain \$50.

Plan review fees for large fire protection, large fire alarm, and new construction have a proposed review fee of \$100. This fee amount was based in part on a five-year average of time spent reviewing permit plans. A table detailing annual plan review activity has been provided for reference. This data has been captured since 2010, but it was determined that 5-year review is all that was required. Additionally, future fee evaluations will be based on a rolling 5-year basis using this data.

YEAR	Plan Reviews	Plan Review Hours	Avg. Hours/Plan Review
2013	244	750	3.07
2014	242	658	2.72
2015	280	592	2.11
2016	264	617	2.34
2017	298	505	1.69
TOTALS	1,328	3,122	2.35

Field inspection fees will remain the same at \$50 / inspection.

The following table provides examples of current and proposed fees for both fire alarm and fire protection permits.

Sample Permit Fee Comparison				
	Large Fire Alarm (>10 devices)		Large Fire Protection (>20 sprinkler heads)	
	Current	Proposed	Current	Proposed
Permit	\$50	\$50	\$15	\$50
Plan Review	\$50	\$100	\$0	\$100
Inspection (2)	\$100	\$100	\$100	\$100
Other			.50¢/Sprinkler Head	.50¢/Sprinkler Head

The attached table also details fees for pyrotechnics, CPR and Fire Department personnel costs for special events and firewatch duties. The pyrotechnic and CPR fees are existing with the fees proposed to be codified.

Recommendation

The Fire Department is requesting that the recommended fees stated in this memo be approved and be included with the proposed Village Fee Schedule.

Please contact me if you have any questions.

DPR/caf



**Village of Tinley Park
Fire Department Fee Proposals**

Type	Current Fee	Proposed Fee	Comment/Recommendation
Fire Alarm/Fire Protection Permit Fee			
Fire Protection	\$15	\$50 + .50¢ per sprinkler head/nozzle	RAISE - no cost increase of permit >20 years and comparable community analysis.
Fire Alarm	\$50	\$50	No change
Plan Review Fee			
Small Fire Sprinkler System (≤ 20 Sprinkler Heads)	\$0	\$50	RAISE - no fee ever established; increase based on comparable communities and size of system.
Large Fire Sprinkler System (> 20 Sprinkler Heads)	\$0	\$100	RAISE - based on internal time study and comparable community analysis.
Fixed Extinguishing System	\$0	\$100	RAISE - no fee ever established; increase based on internal time study comparable communities.
Small Fire Alarm System (≤ 10 devices)	\$50	\$50	No fee change for this size system.
Large Fire Alarm System (> 10 devices)	\$50	\$100	RAISE - based on internal time study and comparable community analysis.
New Construction Plan Review	\$0	\$100	RAISE - no fee ever established; increase based on internal time study and comparable community analysis.
Field Inspection Fee			
New Construction / Acceptance Testing	\$50/inspection	\$50/inspection	No change
Other Fees			
Fire Dept. Personnel	\$0	\$50/person/hr for non-Village sponsored events/firewatch	RAISE - no fee ever established; based on comparable community/jurisdiction.
CPR	\$45	\$45	Existing fee has never been codified
Special Effects/Pyrotechnic Permit	\$500	\$500	Pyrotechnic fee has always been permitted using "other" permit fees. Recommend specific fee for this activity.

**Village of Tinley Park
Fire Department Fee Proposals**

Fee Type	Current Fee	Last Fee Change	Proposed Fee	Comparable Jurisdictions	Comment/Recommendations
Fire Alarm/Fire Protection Permit Fee					
Fire Protection	\$15	Fee >20 years old	\$50 + .50¢ per sprinkler head/nozzle	OFPD = \$145 (incl. review); OakForest = \$100	RAISE - no cost increase of permit >20 years and comparable community analysis.
Fire Alarm	\$50		\$50	No proposed changes	Current fee remain
Plan Review Fee					
Small Fire Sprinkler System (≤ 20 Sprinkler Heads)	\$0	New Fee	\$50	OFPD = \$145 (incl. review); OakForest = \$100; Matteson = 300, ICC = \$150/hour	No fee ever established; increase based on comparable communities, size of system and internal time study.
Large Fire Sprinkler System (> 20 Sprinkler Heads)	\$0	New Fee	\$100	ICC = \$150/hour, Frankfort = 1 cent/square foot. ORLFireProt = \$450-\$800	No fee ever established; increase based on comparable communities, size of system and internal time study.
Fixed Extinguishing System	\$0	New Fee	\$100	Frankfort FPD = \$100 OFPD = \$300	No fee ever established; increase based on comparable communities, size of system and internal time study.
Small Fire Alarm System (≤ 10 devices)	\$50	Approximately 2002	\$50	OFPD = \$110 (8,000 sqft); prorated thereafter, Matteson = \$250, ICC = \$150/hour	No fee change for this size system.

**Village of Tinley Park
Fire Department Fee Proposals**

Fee Type	Current Fee	Last Fee Change	Proposed Fee	Comparable Jurisdictions	Comment/Recommendations
Plan Review Fee (continued)					
Large Fire Alarm System (> 10 devices)	\$50	Approximately 2002	\$100	OFPD = \$110 (8,000 sqft); prorated thereafter, Matteson = \$250, ICC = \$150/hour, Frankfort = \$100-\$500	RAISE - based on internal time study and comparable community analysis.
New Construction Plan Review	\$0	New Fee	\$100	Frankfort FPD = \$100-\$500, OFPD= \$345-\$625	No fee ever established; increase based on internal time study and comparable community analysis.
Field Inspection Fee					
New Construction/Acceptance Testing	\$50/inspection	Approximately 2002	\$50/inspection	No proposed changes	No fee change for this activity.
Other Fees					
Fire Dept. Personnel Cost	\$0	New Fee	\$50/person/hr. for non-Village sponsored events/firewatch	OFPD=\$75/hour/person	No fee ever established; based on comparable community/jurisdiction.
CPR	\$45	Approximately 2012	\$45	other jurisdictions in the area charge \$40-65	Existing fee has never been codified. Recommend continue fee for this activity.
Special Effects/Pyrotechnic Permit	\$500	Approximately 2010	\$500	Rosemont = \$500	Pyrotechnic fee has always been permitted using "other" permits. Recommend continue fee for this activity.



Interoffice Memo

Date: July 3, 2019
To: Public Safety Committee
From: Pat Carr, Asst. Village Manager
CC: Dave Niemeyer, Village Manager
Subject: MABAS 24 Dispatch Agreement – Amendment

Staff is requesting an amendment to Resolution 2017-R-002 (MABAS 24 Dispatch Agreement) to modify payment terms for dispatch services. On May 1, 2017, the Village of Tinley Park entered into a five (5) year agreement to provide dispatch services for MABAS 24. The yearly rate for services was \$5000.00 per year with an 8% escalator per year starting in year two (2).

Upon further review of services, the Village has negotiated with MABAS 24 to raise the yearly fee to \$25,000 per year based on call volume with the same 8% escalator in years four(4) and five(5). This will be billed quarterly.

RESOLUTION NO. 2017-R-002

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF TINLEY PARK AND MABAS 24 FOR MUTUAL AID COMMUNICATION AND DISPATCHING SERVICES

WHEREAS, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into a Agreement with the Mutual Aid Box Alarm Systems (MABAS) Division 24, a true and correct copy of such Mutual Aid Communication and Dispatching Services Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

WHEREAS, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

Section 1: The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

Section 2: That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**.

Section 3: That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

Section 4: That this Resolution shall take effect from and after its adoption and approval.

ADOPTED this 21 day of Feb., 2017, by the Corporate Authorities of the Village of Tinley

Park on a roll call vote as follows:

AYES: Maher, Grady, Pannitto, Vandenberg, Younker, Suggs

NAYS: None

ABSENT: None

APPROVED this 21 day of February, 2017, by the President of the Village of Tinley Park.



Village President

ATTEST:



Deputy Village Clerk

EXHIBIT 1

AGREEMENT BY AND BETWEEN THE Village of TINLEY PARK EMERGENCY MANAGEMENT AND 911 COMMUNICATIONS AND MUTUAL AID BOX ALARM SYSTEMS (MABAS) DIVISION 24 FOR THE PROVISION OF MUTAL AID COMMUNICATIONS AND DISPATCHING SERVICES

This Agreement is made and entered into this day of January, 2017, by and between Tinley Park Emergency Management and 911 Communications ("VILLAGE OF TINLEY PARK"), and Illinois Fire Protection District, and Mutual Aid Box Alarm System Division 24 (MABAS Division 24) consisting of the following member municipal Fire Departments: Burnham FD, Calumet City FD, Country Club Hills FD, Dolton FD, East Hazel Crest FD, Flossmoor FD, Glenwood FD, Harvey FD, Hazel Crest FD, Homewood FD, Lansing FD, Lynwood FD, Markham FD, Munster FD, Oak Forest FD, Phoenix FD, Riverdale FD, South Holland FD, Thornton FD, and Tinley Park FD.

WHEREAS, the Village of TINLEY PARK Emergency Management and 911 Communications is an Illinois accredited agency which provides and renders an emergency response communication and dispatch center equipped to handle regular, routine and emergency communications from the inhabitants of the VILLAGE OF TINLEY PARK requesting said services, as well as regular, routine and emergency communications to or dispatching of the VILLAGE OF TINLEY PARK's emergency response personnel and equipment in response to those requests; and

WHEREAS, a Mutual Aid Box Alarm System (MABAS) is a definite and prearranged plan whereby response and assistance is provided to a MABAS member unit, which requests aid in the event of an emergency, by a MABAS member unit, which furnishes equipment, personnel and/or services in response to said request and in accordance with the MABAS system established and maintained by the member units; and

WHEREAS, MABAS Division 24 and its members are a mutual aid box alarm system which recognize and acknowledge that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual municipal Fire Department's personnel and equipment to perform functions outside the territorial limits of said individual municipal Fire Department is desirable and necessary to preserve and protect the health, safety and welfare of the public, that the use of municipal Fire Department's

personnel and equipment to perform functions within the territorial limits of another municipal Fire Department or Fire Protection District is desirable and necessary to preserve and protect the health, safety and welfare of the public, and that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid; and

WHEREAS, MABAS Division 24 desires to have the VILLAGE OF TINLEY PARK, through the VILLAGE OF TINLEY PARK's 911 Command Center, handle greater alarm communications from those members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other members of MABAS Division 24 in response to those requests for mutual aid; and

WHEREAS, the VILLAGE OF TINLEY PARK desires to handle through the VILLAGE OF TINLEY PARK's 911 Command Center, greater alarm communications from those members of MABAS Division 24 requesting mutual aid from the other members of MABAS Division 24, but also all communications to or dispatching of personnel and equipment of the other member of MABAS Division 24 in response to those requests for mutual aid; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 have each determined that it is mutually beneficial to both entities to establish centralized mutual aid communications and dispatching services for greater alarms as such services can efficiently and economically serve the needs of both entities; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 desire to set forth herein the terms and conditions whereby the VILLAGE OF TINLEY PARK will provide mutual aid communications and dispatching services for greater alarms to MABAS Division 24 and its members; and

WHEREAS, the VILLAGE OF TINLEY PARK and MABAS Division 24 have duly authorized their respective presiding officers to enter into and execute this Agreement;

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the VILLAGE OF TINLEY PARK and MABAS Division 24 hereby agree as follows:

1. **Incorporation.** Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

2. **Term/Duration.** This Agreement shall commence at 12:00 a.m. on March 1, 2017 for a 60 month term expiring at 11:59 p.m. on February 12, 2022, unless otherwise extended, amended or cancelled as fully set forth herein.

3. **Services.** The VILLAGE OF TINLEY PARK shall employ qualified telecommunications personnel to handle all communications from the members of MABAS Division 24 requesting mutual aid, as well as to communicate with or otherwise dispatch the other members of MABAS Division 24 in response to those requests for mutual aid.

a. The VILLAGE OF TINLEY PARK shall handle through its 911 Command Center all communications from the members of MABAS Division 24 requesting mutual aid, as well as all communications to or dispatching of personnel and equipment from the other members of MABAS Division 24 in response to those requests for mutual aid, as set forth in this Agreement.

b. The VILLAGE OF TINLEY PARK shall immediately communicate with or otherwise dispatch personnel and equipment from the other members of MABAS Division 24 upon receipt of any communications from any member of MABAS Division 24 requesting or otherwise seeking mutual aid from any other member of MABAS Division 24.

c. The VILLAGE OF TINLEY PARK shall make every effort to communicate with or otherwise dispatch only personnel and equipment from the members of MABAS Division 24 to properties located therein or any other MABAS division requesting assistance.

d. The VILLAGE OF TINLEY PARK shall provide the foregoing mutual aid communications and dispatching services to MABAS Division 24 and its members twenty four (24) hours a day for each and every day this Agreement is in effect.

e. To the extent permitted by law, any communication between the members of MABAS Division 24 and the VILLAGE OF TINLEY PARK shall be strictly confidential and shall be disclosed or otherwise made available only to the presiding officers of MABAS Division 24 or their designees.

f. If necessary, the VILLAGE OF TINLEY PARK will notify public utilities and specialty teams, such as Cause and Origin or Technical Rescue Teams, and greater alarms within MABAS Division 24.

g. If necessary, the VILLAGE OF TINLEY PARK will activate procedures for severe storms, sometimes known as red procedure or storm mode, in response to greater alarms within MABAS Division 24.

h. The VILLAGE OF TINLEY PARK will provide MABAS Division 24 and its members with a monthly call/run or activity report within seven (7) days after the conclusion of each month.

4. **Priority of Calls.** The VILLAGE OF TINLEY PARK will use its best efforts to provide mutual aid communications and dispatching services to the members of MABAS Division 24, but the VILLAGE OF TINLEY PARK will not be responsible for failure to provide mutual aid communications and dispatching services to the members of MABAS Division 24 due to the volume of emergency response communications handled by the VILLAGE OF TINLEY PARK 911 Command Center. MABAS Division 24 and its members recognize and acknowledge that the VILLAGE OF TINLEY PARK 911 Command Center provides emergency response communications and dispatching services for the inhabitants of the VILLAGE OF TINLEY PARK as well as to the emergency response personnel and equipment of the VILLAGE OF TINLEY PARK, for the inhabitants of other units of local government, as well as the emergency response personnel and equipment of those other units of local government, for MABAS Division 24 and

its members and for other MABAS divisions and their members. As such, the VILLAGE OF TINLEY PARK alone will determine the priority of communications to and from its 911 Command Center in a manner that is neither arbitrary nor otherwise capricious.

In light of the foregoing, MABAS Division 24 assumes the responsibility for and agrees to have a backup or alternate MABAS dispatch center in the event that the VILLAGE OF TINLEY PARK emergency response and communications dispatch center is unable to provide mutual aid communications and dispatch services to the members of MABAS Division 24.

5. Equipment and Information.

a. The VILLAGE OF TINLEY PARK will maintain an emergency response communications or dispatch center or system to provide MABAS Division 24 and its members with the mutual aid services required by this Agreement.

b. The VILLAGE OF TINLEY PARK will also maintain an emergency generator capable of supplying backup electrical power.

c. At each location within MABAS Division 24 served by the VILLAGE OF TINLEY PARK 911 Command Center, MABAS Division 24 and its members shall maintain, at its cost and expense, A Remote Base Station and either a Communications Phone Line or wireless link, all of which must be approved by the VILLAGE OF TINLEY PARK. In addition, MABAS Division 24 and its members will maintain, at its cost and expense, at the VILLAGE OF TINLEY PARK 911 Command Center, a Remote Base Station and Communications Phone Line which are the property of MABAS Division 24 and its members. The VILLAGE OF TINLEY PARK may request certain upgrades to radio equipment to cover MABAS Division 24, including but not limited to, adding a private line to the main fire band, additional monitoring of other radio frequencies if requested by MABAS Division 24 or required by the policies.

d. MABAS Division 24 and its members will maintain at its cost and expense, all radio equipment and telephone lines needed to effectively handle all communications in and out of each location within MABAS Division 24.

e. MABAS Division 24 and its members are responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that the VILLAGE OF TINLEY PARK or its agent or contractor maintains or repairs any equipment owned by MABAS Division 24 and its members, the VILLAGE OF TINLEY PARK shall send MABAS Division 24 and its members an invoice for said maintenance or repair service within thirty (30) days thereof.

f. Upon execution of this Agreement, MABAS Division 24 and its members shall provide the VILLAGE OF TINLEY PARK with maps listing streets and properties located therein and shall provide the VILLAGE OF TINLEY PARK with monthly updates to said maps regarding the streets and properties located therein as those dates occur. In addition, MABAS Division 24 and its members shall provide the Village of Tinley Park with monthly notification lists for specialty teams, including phone and pager numbers, as well as monthly updates and changes to box cards, department vehicle listings and changes in ranks.

6. **Damage to Equipment.** The VILLAGE OF TINLEY PARK will use its best efforts to provide mutual aid communications and dispatching services to MABAS Division 24 and its members but the VILLAGE OF TINLEY PARK will not be responsible for failure to provide mutual aid communications and dispatching services to MABAS Division 24 and its members due to damage to the VILLAGE OF TINLEY PARK's 911 Command Center, system and/or equipment caused by acts of sabotage, vandalism, natural disasters or acts of God.

7. **Approvals.** MABAS Division 24 and its members will secure and maintain appropriate approvals from the FCC and reflect the VILLAGE OF TINLEY PARK 911 Command Center as its dispatching location. MABAS Division 24 and its members will also secure and maintain appropriate approvals which may be required by any mutual aid or emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

8. **Training and Compliance.** MABAS Division 24 and its members shall, at its cost, cause its officers to participate in any training classes required by the VILLAGE OF TINLEY

PARK 911 Command Center and to comply with the VILLAGE OF TINLEY PARK's 911 Command Center's procedures, rules and regulations.

9. **Payment.** MABAS Division 24 and its members will pay the VILLAGE OF TINLEY PARK on a monthly basis Four-Hundred and Sixteen Dollars and 66 cents (\$416.66) or an annual payment of Five-Thousand Dollars (\$5,000.00). Additionally, a fee of thirty – five dollars (\$35.00) per initial box alarm call with a twenty-five dollar (\$25.00) fee charged for additional alarm calls would be charged to MABAS 24. A yearly increase of 8% starting in year 2 through year five will apply to all payments (See Exhibit "A").

10. **Payment Terms.** If MABAS Division 24 chooses to pay monthly instead of annually, MABAS Division 24 will pay monthly invoices in full within thirty (30) days of issuance thereof. In the event that MABAS Division 24 fails to pay the VILLAGE OF TINLEY PARK in full within thirty (30) days of issuance of any monthly invoice, MABAS Division 24 will pay the delinquent amount to the VILLAGE OF TINLEY PARK in full, plus a ten percent (10%) penalty based on the total delinquent amount, within forty-five (45) days of the issuance of the monthly invoice. In the event that MABAS Division 24 fails to pay the delinquent amount to the VILLAGE OF TINLEY PARK in full plus the ten percent (10%) penalty within forty-five days of the issuance of a monthly invoice, this Agreement may be immediately cancelled or otherwise terminated by the VILLAGE OF TINLEY PARK in writing without ninety (90) days' notice as otherwise required herein.

11. **MABAS Division 24 Costs.** MABAS Division 24 shall be responsible for its own local costs necessary to access the VILLAGE OF TINLEY PARK 911 Command Center, including any telephonic charges, and any initial non-recurring charges such as license fees.

12. **Insurance.** During the term or duration of this Agreement, MABAS Division 24 shall maintain, at its costs, comprehensive general liability insurance providing coverage for bodily injury, including death, and property damage in an amount not less than one-million dollars (\$1,000,000) per occurrence and three-million (\$3,000,000) aggregate with an insurance company acceptable to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall also provide and maintain, at its cost, excess or umbrella insurance providing coverage for bodily injury,

including death, and property damage in an amount not less than two-million dollars (\$2,000,000) with an insurance company acceptable to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall name the Village of Tinley Park and its trustees, collectively and individually, officers, members, employees, and/or agents as additional insured on the foregoing policies of insurance. Such insurance coverage shall specifically protect both MABAS Division 24 and the VILLAGE OF TINLEY PARK from bodily injury, including death, and property damage claims which may arise out of either the provision of mutual aid communications and dispatching services or the failure to provide such services. The foregoing policies of insurance shall provide that coverage, will neither be cancelled nor reduced without thirty (30) days prior written notice to the VILLAGE OF TINLEY PARK. MABAS Division 24 shall provide the VILLAGE OF TINLEY PARK with certificates of insurance for the foregoing policies of insurance as well as the additional insured endorsements naming the VILLAGE OF TINLEY PARK and its trustees, collectively and individually, officers, members, employees and/or agents as additional insured within thirty (30) days of the execution of this Agreement and/or upon annual renewal or replacement of said insurance. In the event that MABAS Division 24 fails to obtain the foregoing insurance coverage, fails to name the Village of Tinley Park and its trustees, officers, members, employees and/or agents as additional insured or fails to provide the Village of Tinley Park with the foregoing certificate of insurance and foregoing additional insured endorsements within thirty (30) days of the execution of this Agreement, and/or upon annual renewal or replacement of said insurance, this Agreement may be immediately cancelled or otherwise terminated by the VILLAGE OF TINLEY PARK in writing without ninety (90) days' notice.

13. **Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. To this end, the presiding officers of MABAS Division 24 or their designees shall attend any meeting of the VILLAGE OF TINLEY PARK/MABAS Mutual Aid Communications and Dispatch Center Advisory Board which may be established and called by the VILLAGE OF TINLEY PARK Communications Director.

14. **Extension.** This Agreement may be extended only by mutually written agreement by and between the VILLAGE OF TINLEY PARK and MABAS Division 24 after prior written notice served upon the other party.

15. **Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between the VILLAGE OF TINLEY PARK and MABAS Division 24 after prior written notice served upon the other party.

16. **Cancellation/Termination and Cancellation/Termination Fee/Penalty.** Except as otherwise provided herein, this Agreement may be cancelled or otherwise terminated by either party upon ninety (90) days prior written notice served upon the other party.

17. **Assignment /Transfer.** This Agreement may not be assigned or transferred by either the VILLAGE OF TINLEY PARK or MABAS Division 24 without the prior written consent of the other party.

18. **Notice.** Any notice required by this Agreement shall be in writing, shall be properly addressed and shall be personally served or sent via certified mail, return receipt requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon the VILLAGE OF TINLEY PARK at the following address:

*Tinley Park Emergency Management and 911 Communications
Attn: Pat Carr - Director
17355 S. 68th Ct.
Tinley Park, IL 60477*

Said notice shall be served upon MABAS Division 24 at the following address:

*MABAS Division 24
ATTN: Division President
2800 Flossmoor Road
Flossmoor, IL 60422*

19. **Waiver.** MABAS Division 24 hereby waives all claims or actions against the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, employees and/or agents for any injury, death, damage or loss to person or property relating in any way to or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided herby, including, but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of the VILLAGE OF TINLEY PARK's emergency response communications and dispatch system and equipment, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

20. **Hold Harmless.** MABAS Division 24 hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits, proceedings, disbursements or expenses, including, without limitation, attorneys' and experts' fees and disbursements and court costs (collectively, the "Liabilities"), relating in any way or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided hereby, or any other Liabilities which may be incurred by or asserted against the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and agents, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

21. **Assumption of Liability.** MABAS Division 24 hereby assumes all liability for any injury, death, damage or loss to person or property relating in any way to or otherwise arising out of this Agreement or the mutual aid communications and dispatching services provided herby and undertaken by the VILLAGE OF TINLEY PARK hereunder, unless the VILLAGE OF TINLEY PARK acted willfully or wantonly.

22. **Indemnification.** MABAS Division 24 hereby agrees, at its sole cost and expense, to unconditionally indemnify and defend, the Village of Tinley Park and/or its trustees, collectively or individually, officers, members, employees and agents against any loss, liability, damage, whether direct or consequential, expenses, claims, penalties, fines, injunctions, suits,

final. MABAS Division 24 shall pay, promptly upon entry, any non-appealable order, judgment or other final resolution of any claim or dispute arising out of the matters to be indemnified under this Agreement and shall pay promptly when due any fines, penalties or agreed settlement arising out of the matters to be indemnified under this Agreement. In the event that such payment is not made, the VILLAGE OF TINLEY PARK in its sole discretion may file suit against MABAS Division 24 to compel such payment. MABAS Division 24 also agrees that it will not settle or compromise such action, suit or proceeding without the VILLAGE OF TINLEY PARK's prior written consent, which consent shall not be unreasonably withheld.

The insurance coverage obligations of MABAS Division 24 as set forth this Agreement shall remain in full force and shall not be impaired by the expiration, termination or cancellation of this Agreement. In any pending or threatened litigation, contest, dispute, suit or proceeding relating in any way to or otherwise arising out of: (1) this Agreement or the mutual aid, communications and dispatching services provided hereby; and (2) the indemnification described herein; (3) enforcement of the indemnification described herein; or (4) enforcement of the indemnification or obligations hereunder, the VILLAGE OF TINLEY PARK shall have the right to retain counsel of its own choice for advice or other representation without affecting or otherwise impairing the indemnification hereunder, and all Liabilities arising from such service shall be payable by MABAS Division 24 within thirty (30) days of demand.

Notwithstanding the foregoing, nothing in this paragraph or Agreement should be construed as an effort by the VILLAGE OF TINLEY PARK and/or its trustees, collectively or individually, officers, members, employees and/or agents to be indemnified for liability to the extent not permitted by law.

23. Enforcement.

a. Every obligation assumed or imposed upon MABAS Division 24 by this Agreement shall be enforceable by the VILLAGE OF TINLEY PARK by appropriate action or proceeding, and the VILLAGE OF TINLEY PARK may have and pursue any and all remedies provided by law or equity for the enforcement of such action.

"Exhibit A"

MABAS 24 Payments to the Village of Tinley Park

<u>Year</u>	<u>Monthly Charge</u>	<u>Annual Charge</u>
1. 05/01/2017 – 04/30/2018	\$416.66	\$5000.00
2. 05/01/2018 – 04/30/2019	\$450.00	\$5400.00
3. 05/01/2019 – 04/30/2020	\$486.00	\$5832.00
4. 05/01/2020 – 04/30/2021	\$524.88	\$6298.56
5. 05/01/2021 – 04/30/2022	\$566.87	\$6802.44

**PUBLIC
COMMENT**

ADJOURNMENT