

VILLAGE OF BRADLEY

ORDINANCE NO. 0-12-19-5

AN ORDINANCE AMENDING CHAPTER 20 (FIRE PREVENTION AND PROTECTION),
ARTICLE II (FIRE DEPARTMENT) OF THE BRADLEY VILLAGE CODE

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23rd DAY OF December, 2019

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23 day of December, 2019

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 20 (FIRE PREVENTION AND PROTECTION), ARTICLE II (FIRE DEPARTMENT) OF THE BRADLEY VILLAGE CODE

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to 65 ILCS 5/11-6-1, *et seq.*, the Corporate Authorities of the Village have the authority, *inter alia*, to establish a fire department and provide for fire protection within the corporate boundaries of the Village; and

WHEREAS, the Corporate Authorities of the Village previously exercised the aforementioned authority and established a fire department and fire regulations for the Village of Bradley; and

WHEREAS, the Corporate Authorities of the Village believe that it is necessary, expedient, and in the best interests of the Village and its citizens to provide for the supplementation of the existing fire department and its members through the hiring of “part-time firefighters”; and

WHEREAS, the Corporate Authorities have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to amend Chapter 20, Article II of the Bradley Village Code as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. That Chapter 20, Article II, Section 20-21 is hereby amended to read as follows:

Sec. 20-21. - Established; composition.

- (a) There is hereby created and established a fire department for the Village of Bradley.
- (b) The Bradley Fire Department shall consist of the following:
 - i. One fire chief;
 - ii. One assistant fire chief;
 - iii. Full-time firefighters in such number as approved by the Corporate Authorities of the Village from time to time;

- iv. Paid-on-call firefighters in such number as approved by the Corporate Authorities of the Village from time to time;
- v. Part-time firefighters in such number as approved by the Corporate Authorities of the Village from time to time; and
- vi. Firefighter paramedics in such number as approved by the Corporate Authorities of the Village from time to time.

SECTION 3. That a new Section 20-40 (Part-Time Firefighters) is hereby added to Chapter 20, Article II of the Bradley Village Code, as follows:

Sec. 20-40. – Part-Time Firefighters.

There is hereby created a part-time position of employment with the Village of Bradley that shall be known as “part-time firefighter,” as follows:

- a) Part-time firefighters shall be at-will, part-time employees of the Village and shall not be full-time members of the Bradley Fire Department. Part-time firefighters shall be hired and fired by the Village President and Village Administrator and shall serve at the pleasure of the Village President.
- b) At no time shall the number of part-time firefighters employed by the Village exceed eighteen (18).
- c) Part-time firefighters shall have all of the same functions and duties as full-time and paid-on-call firefighters, shall be subject to the operational command and control of the fire chief and his command staff, and shall fulfill any and all additional duties or functions as may be assigned by the Village President, the Village Board of Trustees, or the Fire Chief, from time to time.
- d) Part-time firefighters shall be subject to all requirements; shall abide by all rules, regulations, and restrictions; and shall be entitled to any and all benefits and protections as are generally applicable to part-time employees of the Village, as set forth in the Village’s employee handbook and as otherwise dictated by applicable law.
- e) It is the intent of this section to provide for the hiring of part-time firefighters in order to supplement the regularly-scheduled, full-time members of the Fire Department. At no time shall any part-time firefighter be permitted to supervise any full-time firefighter, nor shall any such part-time firefighter be used as a temporary or permanent substitute for full-time members of the fire department.
- f) Nothing in this Section is intended to or shall be deemed as modifying any provision of any collective bargaining agreement to which the Village is a party. In the event of any conflict between the provisions of this Section and any collective bargaining agreement to which the Village is a party, the

provisions of the agreement shall control, but only to the extent necessary to avoid the conflict.

- g) All part-time firefighters of the Village shall serve a minimum probationary period of twelve (12) months upon hire. After the conclusion of any part-time firefighter's probationary period, he or she shall become eligible to be promoted to the grade of "part-time firefighter (intermediate)" and thereafter to the grade of "part-time firefighter (advanced)." All grade-promotions of part-time firefighters shall be made by Village President and Village Administrator, upon the recommendation of the fire chief.
- h) Part-time firefighters shall be paid at an hourly rate for time actually worked, as follows:

	Firefighter/ Paramedic	Firefighter/ EMT-B	Paramedic (only)	EMT-B (only)
Probationary	\$17.00/hr	\$15.00/hr	\$14.50/hr	\$13.50/hr
Intermediate	\$18.00/hr	\$16.00/hr		
Advanced	\$19.00/hr	\$17.00/hr		

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 6. That the Village Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 23rd day of Dec, 2019.

TRUSTEES:

ROBERT REDMOND	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
MICHAEL WATSON	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

ACTING VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting - X

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 23 day of December, 2019.



MICHAEL WATSON, ACTING VILLAGE PRESIDENT

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

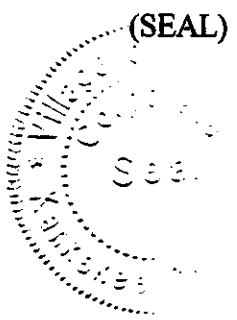
STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Ordinance number 0-12-19-5, "AN ORDINANCE AMENDING CHAPTER 20 (FIRE PREVENTION AND PROTECTION), ARTICLE II (FIRE DEPARTMENT) OF THE BRADLEY VILLAGE CODE," which was adopted by the Village Corporate Authorities at a meeting held on the 23rd day of Dec, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23rd day of Dec, 2019.

Julie Tambling

JULIE TAMBLING, VILLAGE CLERK



RESOLUTION NO. 11 19

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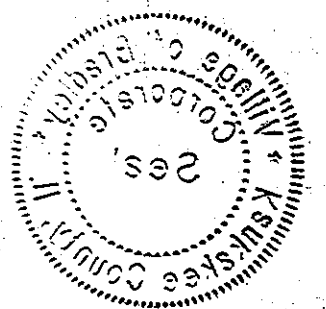
Resolved, That the Board of Directors of the Kuskuskoowuk National Bank be and they are authorized to execute and deliver to the Kuskuskoowuk National Bank of Alaska, Inc. a certificate of incorporation and articles of association for the purpose of organizing the Kuskuskoowuk National Bank of Alaska, Inc. as a national banking association under the laws of the United States of America.

Resolved, That the Board of Directors of the Kuskuskoowuk National Bank be and they are authorized to execute and deliver to the Kuskuskoowuk National Bank of Alaska, Inc. a certificate of incorporation and articles of association for the purpose of organizing the Kuskuskoowuk National Bank of Alaska, Inc. as a national banking association under the laws of the United States of America.

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[Faint handwritten signatures and text]



**EXTENSION OF INTERGOVERNMENTAL AGREEMENT BETWEEN
BOURBONNAIS FIRE PROTECTION DISTRICT
AND
VILLAGE OF BRADLEY**

This Agreement is made and entered on the last date set forth next to the signatures of the Bourbonnais Fire Protection District ("Bourbonnais") and the Village of Bradley ("Bradley") (collectively, the "Parties"), in the exercise of their intergovernmental cooperation powers under the Illinois Constitution and the Illinois Governmental Cooperation Act. The Parties have approved this Agreement and adopted it in the manner required by law.

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize units of local government to cooperate with each other to accomplish their goals and objectives;

WHEREAS, the Parties are units of local government established under the Illinois Fire Protection District Act, 70 ILCS 705/0.01 *et. seq.* and the Municipal Code of the State of Illinois; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement to share the services of the Deputy Fire Chief of the Bourbonnais Fire Protection District; and

WHEREAS, the Intergovernmental Agreement between the parties expires on January 14, 2020; and

WHEREAS, the Parties believe that it is in their best interest to extend the Intergovernmental Agreement in order to continue to secure the benefits of

cooperation in providing the services of a chief officer for their respective constituents.

NOW, THEREFORE, the Parties do hereby enter into this Intergovernmental Agreement to cooperate upon the following terms and conditions:

Section 1. The Parties agree to share the services of Deputy Fire Chief Jim Keener of Bourbonnais who shall serve Bourbonnais and Bradley in the positions of Deputy Chief and Interim Chief, respectively, (“DC/INTERIM CHIEF”), with said assignment to the Village of Bradley being extended under this Agreement for an additional three (3) month period. This Intergovernmental Agreement will automatically be renewed and extended after this initial three (3) month period, without the need for approval by the Parties, for successive three (3) month periods, unless terminated in accordance with Section 7 of this Agreement.

Section 2. The shared employee shall be an employee of Bourbonnais and Bourbonnais shall assume all responsibilities for payment of all employee related expenses, including but not limited to salary, benefits, FICA, unemployment insurance, pension (if any) and worker’s compensation coverage.

Section 3. Bradley shall reimburse Bourbonnais on a monthly basis one-half of all costs attributable as to the employment of the shared DC/INTERIM CHIEF as delineated above and as to any other direct expenses attributable to the employment of the shared DC/INTERIM CHIEF.

Section 4. The monthly costs attributable to the employment of Deputy Chief Keener at Bradley will be \$6,550.00. This amount will be reviewed at the time of any future renewal(s) of this Agreement.

Section 5. As near as is practicable and possible, each party shall share equally in the utilization of the services of the shared DC/INTERIM CHIEF and the scheduling of the services of the shared DC/INTERIM CHIEF shall be determined and agreed upon by the Bourbonnais Chief and Jim Keener, as Interim Chief for the Bradley Fire Department on behalf of the respective Parties towards the goal of a one-half utilization of the individual employee for each of the Fire Departments of the Parties to this agreement.

Section 6. Each party shall provide for liability insurance coverage for the shared DC/INTERIM CHIEF. In the event of an occurrence involving the shared DC/INTERIM CHIEF that creates liability for either party, only the party for whom the shared DC/INTERIM CHIEF was then performing services shall be responsible.

Section 7. Either party can terminate this Agreement at any time upon 30 days written notice to the other party at the following addresses:

To Bourbonnais:

Ed St. Louis, Fire Chief
Bourbonnais Fire Protection District
1080 Armour Rd
Bourbonnais, IL 60914
815-935-9670
815-935-9675
edstlouis@bourbonnaisfire.org

To Bradley:

Catherine Wojnarowski
Village Administrator
Village of Bradley
147 S. Michigan Ave.
Bradley, IL 60915
815 936 5108
815 933 9496 fax
cawojnarowski@bradleyil.org

Section 8. If any section, paragraph or provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below.

**BOURBONNAIS FIRE
PROTECTION DISTRICT**

VILLAGE OF BRADLEY

By: _____

By: _____

Dated: _____

Dated: _____