

City of Blue Island
13051 Greenwood Avenue
Blue Island, IL 60406
www.blueisland.org

AGENDA
REGULAR MEETING
City Council of the City of Blue Island, Illinois
November 11, 2014

Office of the Mayor
p (708) 597 8602
f (708) 597 1221

City Clerk
p (708) 597 8603
f (708) 396 7062

City Treasurer
p (708) 396 7067
f (708) 597 1807

Building & Zoning
p (708) 597 8606
f (708) 396 2686

**Community
Development**
p (708) 396 7037
f (708) 597 1221

**Community
Relations**
p (708) 396 7035
f (708) 597 1221

Senior Citizens
p (708) 396 7085
f (708) 396 7062

Finance
p (708) 396 7067
f (708) 597 1807

Water & Sewer
p (708) 597 8605
f (708) 396 7062

Public Works
3153 Wireton Road
Blue Island, IL 60406
p (708) 597 8604
f (708) 597 4260

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**
Motion to approve minutes from October 28, 2014

5. **Public Comment**
THE MAYOR AND CITY COUNCIL WELCOME YOU AS OBSERVERS TO THIS PUBLIC MEETING. YOU ARE REMINDED THIS MEETING IS FOR THE DELIBERATIONS OF THE MAYOR AND COUNCIL REGARDING CITY BUSINESS AND GOVERNANCE. IF YOU INTEND TO SPEAK, PLEASE LIMIT YOUR COMMENTS TO THIS EVENING'S BUSINESS. ONCE RECOGNIZED BY THE MAYOR, PLEASE APPROACH THE PODIUM, ANNOUNCE YOUR NAME AND ADDRESS AND DIRECT YOUR COMMENTS TO THE MAYOR AND CITY COUNCIL MEMBERS. IF YOUR COMMENTS REQUIRE A RESPONSE, THEY MAY BE FORWARDED TO THE APPROPRIATE PERSON FOR FOLLOW-UP.

6. **Report of City Officials/Presentations/Resolutions**
Mayor:

Bids:

City Clerk:

City Treasurer: Monthly Treasurer Report

City Attorney:

1. An Ordinance Amending and Rescinding Certain Provisions of Ordinance No. 07-060 relating to Automated Traffic Law Enforcement Systems for the City of Blue Island, Cook County, Illinois.
2. Resolution Authorizing the Execution of an Agreement with Services Provider and Related to Automated Traffic Law Enforcement Systems within Blue Island, County of Cook, Illinois.
3. Resolution Approving Execution of Financial Assistance Agreement with IEPA Relating to Blue Island, Blue Water Initiative.
4. Resolution Approving Execution of Agreement with Municipal Collection Services Incorporated for the Provision of Collection Services.
5. A Resolution for Approval of Class 6(b) Real Estate Tax Incentive Abatement for the Benefit of SBS Building, LLC and Pumping Solutions, Inc. for Planned Expansion of Property located at 13800 South California Avenue under special circumstances in the City of Blue Island, Cook County, Illinois.

7. **Committee Reports**

- a. Community Development Committee
- b. Finance Committee
- c. Public Health and Safety
- d. Municipal Services Committee
- e. Judiciary Committee

8. **Motions**

- a. Motion to Approve Consent Agenda
 1. Approval of Payroll – October 24, 2014 for \$345,154.13
 2. Approval of Accounts Payable – November 5, 2014 for \$481,990.57
 3. Committee Reports and Recommendations as presented.
 - 4.

9. **Motion to Retire to Closed Session for consideration of:**

- a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2014-046**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
FINANCIAL ASSISTANCE AGREEMENT WITH THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY (HEPA) RELATING
TO THE BLUE ISLAND, BLUE WATER INITIATIVE.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
CHARISSA BERRINI
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2014-046

A RESOLUTION AUTHORIZING THE EXECUTION OF A FINANCIAL ASSISTANCE AGREEMENT WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) RELATING TO THE BLUE ISLAND, BLUE WATER INITIATIVE

WHEREAS, the City of Blue Island is a non-home rule municipality and has the authority to enter into intergovernmental agreements;

WHEREAS, the City has been identified as the recipient of certain grant funds relating to stormwater management;

WHEREAS, the City desires to accept said funds as such project is in the best interests of the public;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The form of the agreement shall substantially conform to the agreement attached as Exhibit A hereto. The terms and conditions shall also substantially conform to the alternatives proposed in such agreement and be subject to approval by the Mayor or his designee.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 11th day of November, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 11th day of November, 2014.

**MAYOR OF THE CITY OF BLUE ISLAND,
 COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and **Filed** in my office this
 11th day of November, 2014.

CITY CLERK

Financial Assistance Agreement

State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

AGREEMENT PERIOD:

The period of performance covered by this Agreement shall be from The Date of Execution through January 15, 2017. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount \$833,558,750,000.00

Agreement Type IGIG Agreement Number IGIG1414

Recipient City of Blue Island

Address 13051 Greenwood Avenue Telephone (708) 597-8602
Blue Island, Illinois 60406 FAX (708)

Project Description/Scope of Work

BLUE ISLAND, BLUE WATER

Under this Agreement, the Recipient shall complete the following tasks.

DESIGN SPECIFICATIONS

1. The Recipient shall prepare design specifications (Design) for the construction of stormwater best management practices (BMPs) to reduce stormwater volume and nonpoint source pollution associated with urban runoff from Blue Island, Illinois prior to discharge to the Calumet Sag Channel (IL_H-02). The Design shall include the following BMPs.
 - a) The replacement of 17,676 square feet of existing impervious alleys with porous pavement (permeable interlocking concrete pavement). The porous pavement shall be constructed over a twenty-four (24) inch thick layer of open-graded stone that will serve as the structural base as well as provide temporary storage of runoff before it infiltrates into the sub-grade or slowly drains to an existing stormwater wetland via a perforated pipe in the stone base. The alleys shall be located in an area bordered by 119th Street on the north, Western Avenue on the west, Vincennes Avenue on the east, and 123rd Street on the south in Blue Island, Illinois.
 - b) The construction of four (4) stormwater bump-out bio-retention basins with a minimum combined total area of ~~XXX~~ square feet at one street intersection located in an area bordered by 119th Street on the north, Western Avenue on the west, Vincennes Avenue on the east, and 123rd Street on the south in Blue Island, Illinois. The bio-retention facilities shall include a spillway to receive stormwater from the streets and shall be

constructed by excavating a hole in the bump-out and backfilling it with open-graded stone topped with a sandy engineered soil mix, mulch, and deep-rooted native vegetation.

- c) The planting of 19,835 square feet of permanent deep-rooted native vegetation in an area bordered by 120th Street on the north, Washington Avenue on the west, Metra rail line on the east, and 121st Street on the south in Blue Island, Illinois.
- d) ~~The Construction of two (2) naturalized retention areas and 3,650 feet of bioswale in the Northeast Redevelopment Site West Parcel...~~

The BMPs shall be designed to filter runoff so as to remove suspended sediment, heavy metals, oil and grease, nutrients, and other suspended and soluble nonpoint source pollutants as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions. The Design shall identify the type and location of selected BMPs, describe the environmental problems associated with the sites and the criteria used to select each practices, and provide a detailed blueprint for their cost, advantages and disadvantages, location, design, maintenance, installation and construction, and materials used including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer or NRCS staff unless the Recipient obtains a waiver of this certification requirement from the Illinois EPA. Two (2) copies of the draft Design and "IGIG BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by June 1, 2015. Two (2) paper copies and one (1) electronic copy of the final Design and IGIG BMP Application Form" shall be completed and submitted by the Recipient to the Illinois EPA by August 1, 2015.

PERMITS & LANDOWNERS AGREEMENTS

- 2. The Recipient shall secure all necessary permits prior to the implementation of the Design developed under Item 1 of this Agreement. The Recipient shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Recipient shall submit a draft of the arrangement to the Illinois EPA by June 1, 2015. The Recipient shall submit a copy of the executed arrangement to the Illinois EPA by August 1, 2015.

DESIGN IMPLEMENTATION

- 3. The Recipient shall implement the Design developed under Item 1 of this Agreement. The Recipient shall complete the installation and construction of the BMPs by October 1, 2016. Photographic images, including before and after shots of the BMP location, documenting Design implementation shall be completed and submitted by the Recipient to the Illinois EPA by November 1, 2016.

PROJECT EVALUATION AND REPORT

4. The Recipient shall prepare a report explaining the execution of the Berwyn Stormwater Project (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation) and evaluating the project's success, including but not limited to improvements in water quality and stormwater runoff reductions. The report shall document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. Two (2) copies of the draft report shall be completed and submitted by the Recipient to the Illinois EPA by November 1, 2016. The final report shall be completed and three (3) paper copies and one (1) electronic copy submitted by the Recipient to the Illinois EPA by January 1, 2017.

OTHER DIRECTED ACTIVITIES

5. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient during the course of the project.
6. The Recipient shall submit a written progress report by the fifteenth (15th) of January, April, July and October occurring during the Agreement Period. Whenever practical reports should be submitted printed two-sided.
7. All products produced and all work performed by the Recipient under this Agreement shall be subject to review and approval by the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.
8. The Recipient and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement. The Recipient will include in any publications for external general circulation (including all press releases, brochures, newsletters, Web sites, and presentation materials) the following phrase: "Funding for this project provided, in part, by the Governor of Illinois and the Illinois Environmental Protection Agency through the Illinois Green Infrastructure Grant Program."
9. At each site where BMPs are installed under this Agreement, the Recipient shall design and erect a sign which acknowledges the participating agencies and identifies the Illinois Green Infrastructure Grant Program for Stormwater Management as a funding source of the project. Sign design must be approved by, and consistent with the specifications of, the Illinois EPA prior to their installation at any site. Designs for all signs shall be completed and submitted by the Recipient to the Illinois EPA by August 1, 2015. The Recipient shall erect the signs approved by the Illinois EPA prior to the installation of the BMPs at its particular site. The signs shall remain in place throughout the installation of the BMPs and for a period thereafter as mutually agreed upon by the Recipient and the Illinois EPA. The Recipient shall complete the installation of all signs approved by the Illinois EPA by October 1, 2016.
10. The Recipient shall develop Operation and Maintenance Plans (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out

inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of all O & M Plans shall be completed and submitted by the Recipient to the Illinois EPA by August 1, 2015. The final O & M Plan shall be completed and submitted by the Recipient to the Illinois EPA by January 1, 2017.

Project Schedule

<u>Description</u>	<u>Completion Date</u>
DESIGN SPECIFICATIONS	
1. Draft Design Specifications	June 1, 2015
Final Design Specifications	August 1, 2015
PERMITS & LANDOWNER AGREEMENTS	
2. Draft Permits and Landowner Agreements	June 1, 2015
Final Permits and Landowner Agreements	August 1, 2015
DESIGN IMPLEMENTATION	
3. Design Implementation	October 1, 2016
Photographic Documentation of Construction	November 1, 2016
PROJECT EVALUATION & REPORT	
4. Draft Report	November 1, 2016
Final Report	January 1, 2017
OTHER DIRECTED ACTIVITIES	
6. Progress Report	Quarterly as stipulated
9. Sign Designs	August 1, 2015
Install Signs	October 1, 2016
10. Draft O & M Plan	August 1, 2015
Final O & M Plan	January 1, 2017

Estimated Allowable Project Costs

Project Cost Summary

Totals

1. Direct Labor	100,000	132,600.00
Professional		0.00
Technical		0.00
Administrative	100,000	132,600.00
2. Indirect Costs		0.00
Indirect		0.00
3. Equipment, Materials, Supplies	356,316	756,316.00
Equipment, Materials, Supplies	356,316	756,316.00
4. Subcontracts	543,684	569,642.00
Design/Engineering	200,000	210,142.00
Permitting		0.00
Construction	343,684	359,500.00
Construction Oversight		0.00
5. Other		0.00
Other		0.00
TOTAL	\$ 1,000,000	1,458,558.00

Assistance Amount at	<u>5775%</u>	\$ <u>750,000</u>
Recipient Share at	<u>4325%</u>	\$ <u>250,000</u>

Offer and Acceptance

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2014-047**

**A RESOLUTION APPROVING EXECUTION OF AGREEMENT
WITH MUNICIPAL COLLECTION SERVICES INCORPORATED
FOR THE PROVISION OF COLLECTION SERVICES RELATED
TO THE CITY'S AUTOMATED TRAFFIC LAW
ENFORCEMENT SYSTEM.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
CHARISSA BERRINI
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2014-047

**A RESOLUTION APPROVING EXECUTION OF AGREEMENT WITH MUNICIPAL
COLLECTION SERVICES INCORPORATED FOR THE PROVISION OF
COLLECTION SERVICES RELATED TO THE CITY'S AUTOMATED TRAFFIC
LAW ENFORCEMENT SYSTEM**

WHEREAS, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

WHEREAS, the City has established an automated traffic law enforcement system and system for administrative adjudication of violations as set forth in Ordinance No. 07-060;

WHEREAS, the City retained a new provider for necessary services related to the operation of the automated traffic law enforcement system and such provider services does not include collection activities for adjudicated violations;

WHEREAS, the City has an existing relationship and contract with Municipal Collection Services Incorporated (MCSI) for collection of fines imposed pursuant to the city's administrative adjudication ordinance relating to local ordinance violations;

WHEREAS, the City desires to retain MCSI to engage in collection activities on behalf of the city for violations adjudicated pursuant to the automated traffic law enforcement system and Ordinance No. 07-060;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The form, terms and conditions of the agreement shall substantially conform to those set forth in the agreement attached as Exhibit A hereto.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 11th day of November, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 11th day of November, 2014.

**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
11th day of November, 2014.

CITY CLERK



The Municipal Collection Specialist

Collection Contract

Matt Anastasia
City of Blue Island
13051 Greenwood
Blue Island, IL. 60406

Attached is an agreement for THE MUNICIPALITY's consideration in regards to Municipal Collection Services, Inc. (MCSI) providing collection services. Please contact me if you any questions.

To execute, please make two copies of this agreement, sign and date both copies and return to MCSI. We will execute by signing both, return a copy to the City of **BLUE ISLAND** and retain one copy on file here.

We appreciate the City of **BLUE ISLAND** considering our collection services and look forward to serving your needs in the future should the decision be to contract with MCSI.

Sincerely,

Matt Regan
CEO

7330 College Drive, Suite 108, Palos Heights, Illinois 60463 (708)448-6669 Fax (708)448-1749

**Collections Contract
For
Collection Services**

WITHIN THE

Village of BLUE ISLAND, IL

PRESENTED ON: 10/27/2014

(If not accepted, Offer expires in 60 days)

PRESENTED BY:

**Municipal Collection Services, Inc.
7330 College Drive, Suite 108
Palos Heights, IL 60463
(708) 448-6669 FAX 448-1749**

MUNICIPAL COLLECTION SERVICES, INC.

AGREEMENT, made this ____ day of _____, 2014 by and between Municipal Collection Services Incorporated, an Illinois corporation (hereinafter referred to as MCSI), and the **City of Blue Island**, Illinois (hereinafter referred to as THE MUNICIPALITY).

WITNESSETH

WHEREAS, MCSI is a duly licensed collection agency in the State of Illinois, and;

WHEREAS, THE MUNICIPALITY wishes to list certain debts owed to THE MUNICIPALITY with MCSI for collection, and;

WHEREAS, MCSI possesses the personnel, experience, expertise and equipment to effectively aid the MUNICIPALITY in collecting its debts through an effective collection process and court actions, if necessary.

NOW, THEREFORE, in consideration of the mutual and several promises and covenants herein contained, the parties do hereby agree as follows:

1.00 DEBTS LISTED FOR COLLECTION

1.01 THE MUNICIPALITY agrees that all of its unpaid fines for municipal violations which have been issued and processed pursuant to its administrative adjudication system, including automated traffic law violations, where "determination orders" or "findings, decisions, and orders" have been entered by THE MUNICIPALITY, will be listed for collection with MCSI. THE MUNICIPALITY may list other debts or fines for collection with MCSI, during the term of this Agreement, and any fines or other debts listed for collection shall be hereinafter collectively referred to as "DEBTS".

1.02 THE MUNICIPALITY agrees that the DEBTS will be collected and administered pursuant to all of the terms and conditions contained in this Agreement.

1.03 All DEBTS will be forwarded to MCSI, using the forms and procedures that are designated by MCSI, from time-to-time.

1.04 Upon request of MCSI, THE MUNICIPALITY will provide certified copies of documents necessary for use of MCSI in collection of the DEBTS. THE MUNICIPALITY and MCSI agree that in order for MCSI to effectively collect the DEBTS and provide accurate records of collection activity, to THE MUNICIPALITY, including, but not limited to, amounts collected, accounts closed, and other dispositions of DEBTS; MCSI requires access to THE MUNICIPALITY'S administrative adjudication database. THE MUNICIPALITY hereby agrees to allow MCSI such access, subject to reasonable security measures.

1.05 MCSI will acknowledge receipt of any DEBTS listed for collection within five days after receipt by MCSI.

2.00 COLLECTION OF DEBTS

2.01 MCSI agrees to use its best efforts and any lawful means, which in its sole judgment and discretion, that it believes will result in the collection of DEBTS.

2.02 MCSI will pursue court action to obtain/perfect civil judgments, when in its sole judgment and discretion, it believes, that such actions are advisable and will aid in collection of the DEBTS. THE MUNICIPALITY will provide any additional documents which may be necessary for such court action, and will cooperate with MCSI, as necessary, to pursue court action.

2.03 In compliance with Illinois law, no DEBT will be referred to an attorney for court action without five days prior written notice to THE MUNICIPALITY of MCSI's intention to do so.

2.04 If requested by THE MUNICIPALITY, and in its efforts to collect DEBTS, MCSI will assist THE MUNICIPALITY in managing the Local Debt Recovery Program implemented by The Illinois Office of the Comptroller (IOC). MCSI, or its designated technology partner, will prepare and, if allowed to do so by the IOC, will perform the weekly upload of the "add", "change" and "delete" files.

3.00 COMPENSATION

3.01 No fees will be payable to MCSI by THE MUNICIPALITY until such time as any money is collected on DEBT.

3.02 At such time as any money is collected, MCSI shall be paid as follows:

3.02.1 MCSI will be entitled to any costs awarded by a court in the collection of DEBTS. If no additional expense amount is awarded for such costs, this Section 3.02.1 will not apply.

3.02.2 Thirty percent (30%) of the balance of the amount collected on each DEBT, unless the payment is received from the IOC. However, in the event that THE MUNICIPALITY has added a collection fee to a DEBT before listing it with MCSI, MCSI's fee shall not include any percentage of such collection fee; and no funds collected shall be allocated to the collection fee until the amount of a DEBT, not including the collection fee, has been collected.

3.02.3 MCSI's fee for any services relating to the Local Debt Recovery Program and for DEBTS collected through the IOC shall be eleven percent (11%) of the amount received by THE MUNICIPALITY, except where THE MUNICIPALITY has added a collection fee to a DEBT, in which case, MCSI's fee shall be as set forth in Section 3.02.2.

4.00 COLLECTION AND PAYMENT

4.01 MCSI shall have the exclusive right to collect the DEBTS until such time as it chooses, in its sole direction, to return any DEBT to THE MUNICIPALITY. Any inquiries received by THE MUNICIPALITY concerning any DEBT; including attempts to make payments thereon, shall be referred at the earliest possible time to MCSI.

4.02 MCSI will deposit any money collected in a separate bank trust account established for that purpose.

4.03 After deduction of its fees, and costs allowable by this Agreement, MCSI will forward to THE MUNICIPALITY, its share of any amounts collected. Remittance to THE MUNICIPALITY will be made by the 17th of the month for any amounts collected by the last day of the preceding month.

4.04 In the event that any funds are paid to, or collected by THE MUNICIPALITY on any DEBTS, THE MUNICIPALITY will report such collections to MCSI daily for accounting under this Section, and MCSI may deduct its fees and allowable costs, on those DEBTS, from the amount that would otherwise be due to THE MUNICIPALITY under Section 4.03.

5.00 SETTLEMENT OF DEBTS

5.01 THE MUNICIPALITY hereby authorizes MCSI to compromise, or reach negotiated settlements on any DEBT. However, unless otherwise authorized by THE MUNICIPALITY in writing, any such settlement shall be in conformance with the minimum amounts set forth herein. The parties agree that no DEBT will be settled, negotiated or compromised for less than fifty percent (50%) of the amount due, unless mutually agreed upon, in writing, between MCSI and THE MUNICIPALITY.

5.02 Should THE MUNICIPALITY make any settlement or otherwise take any action in derogation of MCSI's exclusive right to collect DEBTS, then MCSI shall be entitled to payment of its fee in full, as delineated in this Agreement, based on the full amount of the DEBT, as listed.

6.00 INDEMNIFICATION

6.01 MCSI agrees to indemnify and hold THE MUNICIPALITY harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions of the officers, agents, servants or employees of MCSI during the term of this Agreement. Conversely, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorney fees, occasioned by claims or suits for loss or damages arising out of the acts, or omissions, of THE MUNICIPALITY, its officers, agents, servants or employees.

6.02 Further, THE MUNICIPALITY warrants and represents to MCSI that any Debt listed for collection will be a legal and valid debt owed to THE MUNICIPALITY, that has not been discharged in bankruptcy. THE MUNICIPALITY also warrants and represents that it will immediately notify MCSI of any notice of bankruptcy received relative to any DEBT and that it will also immediately inform MCSI of any payments of DEBTS received by THE MUNICIPALITY. In addition to the indemnities listed above, THE MUNICIPALITY agrees to indemnify and hold MCSI harmless against any and all liability, costs and expenses including reasonable attorneys' fees occasioned by claims or suits under the

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date first above written.

CITY OF BLUE ISLAND, IL
MUNICIPALITY

By: _____

Mayor/President (PRINT)

Mayor/President (SIGNATURE)

Attested:

Clerk (PRINT)

Clerk (SIGNATURE)

MUNICIPAL COLLECTION SERVICES, INC.
An Illinois Corporation

By: _____

Matthew G. Regan
Chief Executive Officer (PRINT)

Chief Executive Officer (SIGNATURE)

Attested:

Frank Regan
Secretary (PRINT)

Secretary (SIGNATURE)

Date: _____ 20__

**THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS**

**RESOLUTION
NUMBER 2014-048**

**A RESOLUTION FOR APPROVAL OF CLASS 6(B) REAL ESTATE
TAX INCENTIVE ABATEMENT FOR THE BENEFIT OF SBS
BUILDING, LLC AND PUMPING SOLUTIONS, INC. FOR
PLANNED EXPANSION OF PROPERTY LOCATED AT
13800 SOUTH CALIFORNIA AVENUE, BLUE ISLAND,
COOK COUNTY, ILLINOIS.**

**DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk**

**1st Ward CHRISTINE BUCKNER
2nd Ward LETICIA VIEYRA
3rd Ward NANCY RITA
4th Ward MARCIA STONE
5th Ward JANICE OSTLING
6th Ward DEXTER JOHNSON
7th Ward NANCY THOMPSON**

**TOM HAWLEY
CHARISSA BERRINI
KEVIN DONAHUE
CANDACE CARR
KENNETH PITTMAN
JAIRO FRAUSTO
JAMES JOHANSON**

Aldermen

RESOLUTION NO. 2014-048

**A RESOLUTION FOR APPROVAL OF CLASS 6(B) REAL ESTATE TAX INCENTIVE
ABATEMENT FOR THE BENEFIT OF SBS BUILDING, LLC AND PUMPING
SOLUTIONS, INC. FOR PLANNED EXPANSION OF PROPERTY LOCATED AT 13800
SOUTH CALIFORNIA AVENUE, BLUE ISLAND, COOK COUNTY, ILLINOIS**

WHEREAS, the City of Blue Island desires to promote the development and retention of industry in the City of Blue Island; and

WHEREAS, Pumping Solutions Inc. shall file with the office of the Assessor of Cook County, an application to for the Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

WHEREAS, the address of this property is 13800 S. California Avenue, Blue Island, Illinois, and the permanent real estate index number of this property is 28-01-111-071; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION ONE

The applicant SBS Building, LLC, (Applicant) is the purchaser of the property commonly known as 13800 S. California Avenue, Blue Island, Illinois ("*Property*"). The Applicant intends to acquire said property and lease the Property to Island Sealing Products, LLC, for uses related to industrial purposes. The industrial use of the identified property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the renewal of the Class 6(b) status for the said property. The Council also adopts and incorporates the findings and report of Kane, McKenna and Associates, Inc., including the description of the Applicant's business or intended business, attached as Exhibit A.

hereto.

The finding of necessity and benefit to the local economy and support and consent for Class 6(b) renewal shall relate to the property legally identified by the following common address: 13800 S. California, Blue Island, and PIN#: 28-01-111-071.

SECTION TWO

The City supports and consents to the 6b Classification and finds that it is necessary for the rehabilitation and/or reutilization of the Property subject to and contingent upon the conditions, restrictions, and provisions set forth in this Section. Failure to meet these conditions may result in withdrawal of support of or non-renewal of the C6b classification.

- A. The Applicant shall acquire the Property and, upon execution of the purchase, deliver to the Mayor or his designee written evidence demonstrating that the Applicant has acquired the Property;
- B. The Applicant shall, to the greatest extent feasible, provide employment opportunities to local Blue Island residents and give priority in hiring to qualified residents of Blue Island. The Applicant must take every reasonable affirmative action to meet this condition and such affirmative action may include more than general solicitation of applicants or advertising employment opportunities. Such affirmative action must include targeted solicitation and advertising specifically to local residents. If the Applicant is unable to meet this condition, the Applicant must submit to the Mayor or his designee proof demonstrating the affirmative action taken to comply with the "greatest extent feasible" requirement and explanation as to why such condition was unable to be met.

- C. The Applicant and proposed or future tenants shall develop, operate, and maintain the Property at all times in compliance with all codes and ordinances of the City.

SECTION THREE

This Resolution shall be in full force and effect from and after its adoption.

SECTION FOUR

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 11th day of November, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
Alderman RITA					
Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO F. VARGAS					
TOTAL					

APPROVED: this 11th day of November, 2014.

**MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this
11th day of November, 2014.

CITY CLERK

 **MEMO**

TO: Mark Miller
FROM: Robert Rychlicki
Kane, McKenna and Associates, Inc.
DATE: October 22, 2014
RE: Review of Proposed Class 6b Application – SBS Building LLC/Island Sealing
Products LLC

The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by the following applicant regarding Cook County Assessment reduction and the Class 6b incentive classification: SBS Building LLC/Island Sealing Products LLC, located at 2850 West 139th Street, proposes to acquire property located at 13800 South California Avenue, PIN 28-01-111-071.

Under the current Cook County Class 6b program, assessment levels for properties that include vacancies or significant rehab/construction would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13. The applicant currently has obtained Class 6b property incentives for existing property and the acquisition of 13800 South California Avenue is contingent upon Class 6b approval.

The property is currently assessed at the 25% assessment level.

The project site consists of an approximately 21,910 s.f. site that includes an existing metal industrial building located in TIF No. 2.

Current 2013 taxes are \$15,950 based on the Class 5 assessment. The proposed Class 6b incentive would be based on the lower assessment rate (10%) applied to the vacant property as a special circumstance – since the property has been vacant less than two (2) years. G.H. Meiser & Co. vacated the property in July, 2014.

If the Class 6b is granted the property taxes would be reduced by approximately 40% or lowered to \$9,570.



MEMO
Page Two
October 22, 2014

Island Sealing Products, LLC serves as the tenant and would lease the property from SBS Building, LLC. Both sets of owners are the same. Two (2) new full-time jobs are projected in addition to five (5) jobs based on operations/market conditions. The tenant will renovate office and shop space at the 13800 South California Avenue facility.

Recommendations

The application, if approved, would result in the following benefits to the City:

- a) New and retained jobs.
- b) Continued occupancy of an existing industrial structure, now vacant.
- c) Expansion of an existing business.

We would recommend that as part of the City's approval of the incentive resolutions, the City seek to obtain:

- a) Negotiate commitments for hiring preference for City residents (job fairs, early interviews, etc.).



CLASS 6b
ELIGIBILITY APPLICATION

Carefully review the Class 6b Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed as follows:

This application must be filed **PRIOR TO** the commencement of New Construction or **PRIOR TO** the commencement of Substantial Rehabilitation Activities or **PRIOR TO** the commencement of Reoccupation of Abandoned Property.

Applicant Information:

Name: SBS Building, LLC / Island Sealing Products, LLC Telephone: (312) 272-1819

Address: 2850 W. 139th Street

City: Blue Island State: IL Zip Code: 60406

Attn: Mary DeWitt
Contact Person (if different than the Applicant)

Name: Scott L. David, Esq.

Company: Much Shelist, P.C. Telephone: (312) 521-2404

Address: 191 North Wacker Drive, Suite 1800

City: Chicago State: IL Zip Code: 60606

Email Address: sdavid@michshelist.com

Property Description (per PIN)

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 13800 South California Avenue

Permanent Real Estate Index Number: 28-01-111-071-0000

(2) _____

Permanent Real Estate Index Number: _____

(3) _____

Permanent Real Estate Index Number: _____

City: Blue Island State: IL Zip Code: 60406

Township: Bremen Existing Class: 5-93

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

Identification of Persons Having an Interest in the Property

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest. Tenant: Island Sealing Products, LLC is a business affiliated with Pumping Solutions, Inc. Landlord: SBS Building, LLC, an Illinois limited liability company. Members/Owners of both are: Scott Champlin, Robert Gaskey and George H. Gregorowicz

Industrial Use

Attach a detailed description of the precise nature and extent of the intended use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

Manufacturing, production and distribution of mechanical seals for commercial and industrial pumps.

Nature of Development

Indicate nature of the proposed development by checking the appropriate space:

- New Construction (Read and Complete Section A)
- Substantial Rehabilitation (Read and complete Section A)
Incentive only applied to market value attributable to the rehabilitation
- Occupation of Abandoned Property - No Special Circumstances
(Read and complete Section B)
- Occupation of Abandoned Property - With Special Circumstances
(Read and complete Section C)

A. If the proposed development consists of *new construction* or *substantial rehabilitation*, provide the following information:

Estimated date of construction

commencement (excluding demolition, if any): _____

Estimated date of construction completion: _____

Attach copies of the following:

1. Specific description of the proposed new construction or substantial rehabilitation.
2. Current plat of survey for subject property.
3. 1st floor plan or schematic drawings.
4. Building permits, wrecking permits and occupancy permits (including date of issuance).
5. Complete description of the cost and extent of substantial rehabilitation or new construction (including such items as contracts, itemized statements of all direct and indirect costs, contractor's affidavits, etc.)

B. If the proposed development consists of the reoccupation of abandoned property, purchased for value, complete (1) and (2) below:

1. Was the subject property vacant and unused for at least 24 continuous months prior to the purchase for value?

YES NO

When and by whom was the subject property last occupied prior to the purchase for value?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.

2. Application must be made to Assessor prior to reoccupation:

Estimated date of reoccupation: _____
Date of purchase: _____
Name of purchaser: _____
Name of seller: _____
Relationship of purchaser to seller: _____

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

C. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was a purchase for value, but the period of abandonment prior to purchase was less than 24 continuous months, please complete section (1) below. If the applicant is seeking special circumstances to establish that the property was abandoned for purposes of the incentive where there was no purchase for value, but the period of abandonment prior to application was 24 continuous months or greater, please complete section (2) below.

1. How long was the period of abandonment prior to the purchase for value? Vacated July, 2014

When and by whom was the subject property last occupied prior to the purchase for value?
G.H. Meiser & Co.

Attach copies of the following documents:

- (a) Sworn statements from person having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicated duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for the less than 24-month abandonment period.

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: January 1, 2015
Date of purchase: Estimated November 25, 2014
Name of purchaser: SBS Building, LLC
Name of seller: G.H. Meiser & Co.
Relationship of purchaser to seller: Arms length transaction

Attach copies of the following documents:

- (a) Sale contract
- (b) Closing statement
- (c) Recorded deed
- (d) Assignment of beneficial interest
- (e) Real estate transfer declaration

2. Was the subject property vacant and unused for at least 24 continuous months prior to the filing of this application?

YES NO

When and by whom was the subject property last occupied prior to filing this application?

Attach copies of the following documents:

- (a) Sworn statements from persons having personal knowledge attesting to the fact and duration of vacancy and abandonment.
- (b) Records (such as statements of utility companies) which demonstrate that the property was vacant and unused and indicate duration of such vacancy.
- (c) Include the finding of special circumstances supporting "abandonment" as determined by the municipality, or the County Board, if located in an unincorporated area. Also include the ordinance or resolution for the Board of Commissioners of Cook County stating its approval for lack of a purchase for value.

Application must be made to Assessor prior to commencement of reoccupation of the abandoned property.

Estimated date of reoccupation: _____

G. H. Meiser & Co.

Established 1906

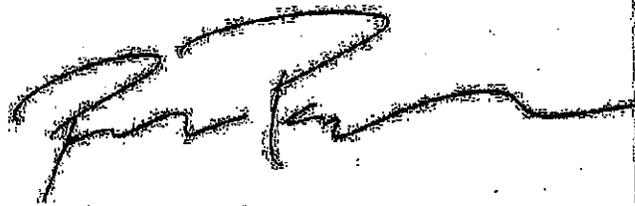
2407 West 140th Place, PO Box 315
Posen, IL 60469, USA
www.ghmeiser.com

Tel 708.388.7887
Fax 708.388.4053
info@ghmeiser.com

September 29, 2014

G.H. Meiser & Company ceased using the property located at 13800 S. California Avenue in Blue Island, Illinois in July of 2014. A failed real estate contract closing caused the property to be emptied of all active product and employees during the month of July.

The current building is being used solely for storage of obsolete inventory that will be discarded within 21 days per the new real estate sale contract.



Phil Parduhn
Director
G.H. Meiser & Company

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About Us

Smart SealsSM is the in-house mechanical seal division of Pumping Solutions, Inc[®]. We are proud to be a master distributor for Seenic Seals[®] and Flex-A-Seal[®]. Additionally, we stock many combinations of seal faces and o-ring materials to customize products to meet your specific service requirements.

Drawing from a variety of resources, Smart SealsSM has a full line of mechanical seals for every pump or mixer application. From a simple water pump to highly engineered API equipment, we have the answer to your sealing problems. Need to convert a packed pump over to a seal? We can design a custom engineered seal to fit your existing packing box and application.

With over \$1 million of mechanical seal inventory on site, we stock the parts to repair seals from many manufacturers. We also have a fully equipped repair shop including lapping machines and testing equipment, where our highly trained employees ensure every repair is fully tested before shipping. Our seal repairs include a failure analysis and a detailed inspection report.

2850 139th St
Blue Island, IL 60406
708-272-1800
mail@SmartSeals.com

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