



**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

**AGENDA**  
**REGULAR MEETING**

**City Council of the City of Blue Island, Illinois**  
**2434 Vermont Street**  
**November 25, 2014**

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

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from November 11, 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:

1. Motion to approve a request from Park Lawn Association to have their annual Tag and Candy Day Fundraiser on Friday and Saturday, April 3<sup>rd</sup> and 4<sup>th</sup> and April 17<sup>th</sup> and 18<sup>th</sup>, 2015 from 6:00 a.m. until 8:00 p.m. or dusk.

City Treasurer:

City Attorney:

1. Motion to Reconsider a 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.
2. An Ordinance Levying Taxes for the City of Blue Island for the Current Fiscal Year commencing May 1, 2014 and ending December 31, 2014.
3. An Ordinance for the Establishment of an Enterprise Zone subject to the Enterprise Zone Act of the State of Illinois.

4. A Resolution Authorizing Execution of Intergovernmental Agreement between certain Municipalities relating to the Cal-Sag Enterprise Zone.
5. An Amended Resolution for approval of Class 6(b) real estate tax incentive for SBS Building LLC for property located at 13800 S. California Avenue and making a finding of special circumstances in support thereof.
  
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 – November 7, 2014 for \$335,610.42
    2. Approval of Accounts Payable – November 19, 2014 for \$190,406.11
    3. Committee Reports and Recommendations as presented.
    4. Ordinances Restricting Portions of Certain Streets at or near 12717 Elm Street, 12248 Irving Avenue and 2236 122<sup>nd</sup> Street for Handicapped Parking Only within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation thereof.
    5. An Ordinance Rescinding Handicapped Parking Restrictions on at 2436 Grunewald Street in the City of Blue Island, County of Cook and State of Illinois.
  
9. **Aldermanic Announcements/Comments.**
  
10. **Motion to Retire to Closed Session for consideration of:**
  - a. Discussion of Pending Litigation
  
11. **Motion to Reconvene Regular Session**
  
12. **Motion for Adjournment**



Regular Meeting – November 11, 2014

**CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENINGS BUSINESS**

Ronald Young, 12440 Maple, expressed his concerns about the Red Light Camera Project. He stated he opposed the program and urged council to defer taking any action tonight on the red light camera program.

Mary Carvlin, 2103 119<sup>th</sup> Place, spoke in regards to the corner of 119<sup>th</sup> Place and Washington concerning the IEPA funding. She expressed her concerns about the funding neglecting the flooding issues in the area. The North East Blue Island Resident Action Group is in support of a sewer relief pipe in that area.

The Mayor stated there will be a meeting at the end of the month that will go into more details. He also stated they are looking into different possibilities.

Allan Stevo, 2324 Union, asked why the red light camera go out to bid.

The Mayor stated it did go to bid.

Mr. Stevo asked where it was published and what percentage of the fine will the City of Blue Island receive.

The Mayor stated he could get that information.

Mr. Stevo asked for a public hearing on the matter or a referendum vote.

**REPORT OF CITY OFFICIALS**

**MAYOR:**

The Mayor wished all the veterans a happy Veterans Day and thanked them for their service.

He announced that Sunday, December 7 at 4 p.m. there will be a holiday party and gift drive for hospitalized and homeless veterans at Saint Joseph Saint Aiden's Episcopal Church.

**BIDS:**

No bids.

**CITY CLERK:**

No business.



Regular Meeting – November 11, 2014

**5. 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.

**Motion by Ald. Frausto, second by Ald. Ostling to include items 1, 3, 4, 5 under City Attorney business in the Consent Agenda as items 4, 5, 6, 7.**

Ayes: 10 Stone, Carr, Ostling, Pittman, Frausto,  
Thompson, Johanson, Hawley, Vieyra,  
Donahue

Nays: 0

Absent: 4 Johnson, Buckner, Berrini, Rita

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the motion carried.

Motion by Ald.

**Motion by Ald. Ostling, second by Ald. Carr to approve item 2 – Resolution No. 2014-045.**

Ayes: 4 Carr, Ostling, Frausto, Vieyra

Nays: 6 Stone, Pittman, Thompson, Johanson,  
Hawley, Donahue

Absent: 4 Johnson, Buckner, Berrini, Rita

Abstain: 0

The Mayor declared the motion denied.

Regular Meeting – November 11, 2014

## **COMMITTEE REPORTS**

### **Community Development – Ald. Hawley, Chairman**

*Next Meeting – Wednesday, November 12, 2014, 7:00 – East Annex*

### **Finance Committee – Ald. Rita, Chairman**

*Next Meeting – Tuesday, November 18, 2014, 7:00 – East Annex*

### **Public Health & Safety Committee – Ald. Carr, Chairman**

#### **Public Health & Safety Committee Report for the Meeting of November 5th, 2014**

Present were Director John Rita, Deputy Police Chief Michael Cornell, Fire Chief James Klinker, Jim McGeever, and myself. Also present were Mr. Allan Stevo, Mr. Ron Young, Alderman Marcia Stone, Alderman Nancy Rita, and Alderman Tom Hawley. Absent were Don Marchbanks, Alderman Vieyra and Alderman Buckner, Alderman Johnson, and Alderman Johansen. The meeting was called to order at 7:10.

#### **Citizens Concerns**

Mr. Ron Young expressed concern about the red light cameras.

He said he has timed the yellow lights at 127<sup>th</sup> and Western and 127<sup>th</sup> and Gregory and the timing is not correct according to IDOT standards.

He asked how much money is collected in fines from the red light cameras.

He asked the percentage charged to us by the service provider.

#### **Fire Department Report**

The Fire Department had 348 calls in October, 235 were EMS calls

204 Patients were treated

188 Patients were transported

46 Patients refused transport

They responded to 17 general fire alarms, and 16 minor fire alarms.

They responded to 38 auto aid calls, most calls were from Calumet Park.

They had 39 calls to man the station.

They received 3 mutual aid response call. All were ambulance calls.

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Average response time was 5.3 minutes.

There were several small fires in October, none were significant. There was a mattress fire, a garage fire, a small electrical fire at a school, and a cooking fire.

There was also a car into a building at 12964 Ashland, and a stranded boater on the Cal Sag Channel.

Medical Reimbursement Services for October was \$41,454.77

Fire Recovery collected \$495.00 in the month of October.

False Fire Alarm Fees Collected: \$0.00

### **General**

Fire Prevention Poster Winners Daniella Hernandez and Xavier Bush were driven to school in Truck 2104 on Wednesday, October 29<sup>th</sup>.

Annual hose testing was completed in October.

Numerous Fire Drills, Fire Safety Presentations, and Fire House tours were given.

Dr. Tina Halliman Superintendent of S.D. 130 ordered the schools to have fire drills with Chief Klinker present.

Probationary Firefighter William Hall started Monday, November 3, 2014.

The Fire Department is currently processing one new full time Firefighters. (Pinnick)

Firefighter Nathan Lichtenfeld has applied for a duty disability pension.

### **Maintenance**

Ambulance 2162 has had two alternators replaced.

Ambulance 2152 is scheduled to go out for High Idle Repair.

Ambulance 2182 was repaired at Rizza Ford. \$2,654.18 was the cost.

Lieutenant Kunz is updating all maintenance records and scheduling repairs based on safety priority and availability of funds.

### **Training**

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The training division has completed 607.83 hours of training for the month of October.

The Fire Department has received Ebola training.

### **Grants**

Air Pack Grant update. Air Packs were approved by NIOSH. We are hopeful for an early November delivery date.

Small Equipment Grant Illinois OSFM – The Fire Department has applied for \$22,600 of new Personal Protective Equipment. No reply yet.

2014 AFG Grant – Application period is open through December 5<sup>th</sup>, 2014.

### **Police Department Report**

#### **Statement by Deputy Chief Cornell**

Deputy Chief Cornell urged everyone to go on the Blue Island Police Department's Lost Dogs page. The Police Department has been able to reunite dogs with their owners through the use of this page. Deputy Chief Cornell and Alderman Carr mentioned that Corporal Connors has been doing an excellent job running the Lost Dogs page.

### **Reports**

The Police Department answered 2426 calls including 515 business/premise checks, and 82 liquor establishment checks. The increase in premise checks is due to abandoned home checks. These checks will be conducted periodically to make sure that the homes are properly secured.

### **Stats/Cases of Interest**

- 90 Alarm Calls (all unfounded)
- 3 Armed Robberies (1 unfounded, 1 in Calumet Park)
- 1 Robberies
- 1 Burglaries
- 11 Residential Burglaries (1 unfounded)
- 9 Shots Fired (6 unfounded)
- 110 Domestic Disputes
- 28 Foot Patrols in Residential Neighborhoods

Total money collected for the month of October \$35,985.25

18,036 miles patrolled. This means that on average each street is patrolled 10 times a day.

### **Calls of Interest**

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No significant calls of interest this month.

### **Liquor Establishment Calls**

1 subject removals, 2 disturbance calls, 1 domestic calls, and 3 fight calls were received in October on liquor establishments.

### **Training**

October 20<sup>th</sup> seven Officers attended rifle training class.

October 22<sup>nd</sup> Officer Sepessy attended rifle instructor's class.

October 29<sup>th</sup> ten Officers attended in house Use of Force/Officer Safety Training at the Blue Island Public Works facility.

October 30<sup>th</sup>, new part-time Officers received officer safety/radio procedure training.

### **Miscellaneous**

Halloween night there were officers on foot in the neighborhoods. Cook County Sheriff's gang unit and the Blue Island Detective Division worked together late into the evening to ensure that our children were safe.

### **Community Policing Unit (CPU)**

The CPU investigated four calls regarding senior citizens. Several other senior checks were conducted throughout the City.

CPU answered several calls by area grade schools regarding abuse, run aways, fights and traffic jams.

CPU conducted Deputy Chief Cornell's "Safe Halloween Initiative" to all elementary schools, middle schools, as well as the high school. In order to better educate parents that throwing eggs, taking children's candy or threatening to strike a child with an egg is a criminal offense the CPU reached out to the schools regarding this type of horseplay. This program has helped reduce the number of unnecessary juvenile arrests that occur during Halloween.

Officer Slattery attended the PLOWS meeting regarding the Commission on Aging. Officer Slattery is a committee member and represents law enforcement interests on the committee.

### **Events**

November 8<sup>th</sup> will be the Veteran's Day Parade.

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December 6<sup>th</sup> will be the Fill a Cruiser food drive for Angel's Touch at Memorial Park

December 6<sup>th</sup> will also be the Christmas Light Parade.

**Facebook Page**

The Police Department Facebook Page has 1144 likes.

**911 Center**

The 911 Center received 13,252 calls in October.

**BIEMA**

No Report

**Monthly Health and Sanitation Report**

In the month of October 24 Health and Sanitation Inspections were done.

Tom Mailhiot attended a seminar at the Will County Health Department regarding health inspections, radon risk, produce borne disease, and private well education.

**Aldermen's Concerns**

None

Meeting was adjourned at 7:45 p.m.

Our next regular meeting will be December 3<sup>rd</sup> at 7:00 pm in the East Annex.

Respectfully submitted,  
Candace Carr  
4<sup>th</sup> Ward Alderman

*Next Meeting – Wednesday, December 3, 2014, 7:00 – East Annex*

**Municipal Services Committee – Ald. Johanson, Chairman**

*Next Meeting – Wednesday, November 12, 2014, 6:00 – East Annex*

**Judiciary Committee – Ald. Ostling, Chairman**

*Next Meeting – Tuesday, November 18, 2014, 6:00 – East Annex*

Regular Meeting – November 11, 2014

**MOTIONS**

**Motion by Ald. Stone, second by Ald. Ostling to approve the Consent Agenda which includes:**

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. ORDINANCE NO. 2014-052
5. RESOLUTION NO. 2014-046
6. RESOLUTION NO. 2014-047
7. RESOLUTION NO. 2014-048

Ayes: 10 Stone, Carr, Ostling, Pittman, Frausto,  
Thompson, Johanson, Hawley, Vieyra,  
Donahue

Nays: 0

Absent: 4 Johnson, Buckner, Berrini, Rita

Abstain: 0

There being Ten (10) Affirmative Votes, the Mayor declared the motion carried.

**ADJOURNMENT**

**Motion by Ald. Pittman, second by Ald. Donahue to adjourn the meeting.**

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:49 p.m.

The next regular meeting of the City Council is scheduled for  
November 25, 2014 at 7:00 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
25<sup>TH</sup> DAY OF NOVEMBER, 2014.**

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**Domingo F. Vargas, Mayor**



# PARK LAWN

Park Lawn Association  
Development Office  
10833 S. LaPorte  
Oak Lawn, IL 60453  
Phone: (708) 425-6867  
Fax: (708) 229-9325

November 13, 2014

Ms. Pam Frasor  
City of Blue Island  
13051 Greenwood Ave  
Blue Island IL 60406-2331

Dear Ms. Frasor:

As you know, Park Lawn is a non-profit agency that provides programs for individuals with intellectual and developmental disabilities. Our facilities are throughout the South Suburbs of Chicago and include an adult training center, workshop, supported employment, residential centers and community living. Although our facilities are local, Park Lawn's outreach is beyond the Southwest Suburbs, assisting families locally and throughout Illinois.

Park Lawn is gearing up for its annual Tag and Candy Day Fundraiser: This major event is scheduled for **Friday & Saturday, April 3/4 and April 17/18, 2015**. Community volunteers will be soliciting for donations on street corners and by storefronts from 6:00 a.m. until 8:00 p.m. or dusk. We provide them with a bright orange safety vest with Park Lawn's logo, a bucket with Park Lawn's logo and a tag with information about Park Lawn.

We are asking for your permission to solicit donations for Park Lawn. **Please fax the signed form to me at 708-229-9325 or scan and email it to [csanmiguel@parklawn.com](mailto:csanmiguel@parklawn.com).** If faxing is not available, please call me at (708) 425-6867 or mail it to Park Lawn, 10833 S. LaPorte Ave. Oak Lawn, IL 60453.

Once again, thank you for your continued support.

Sincerely,

*Cynthia San Miguel*

Cynthia San Miguel  
Marketing Manager

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Please check the most appropriate date for your schedule. Permission is granted to Park Lawn to tag within the City of Blue Island on the following dates:

April 3rd \_\_\_\_\_ April 4th \_\_\_\_\_ April 17th \_\_\_\_\_ April 18th \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name in Print: \_\_\_\_\_ Title: \_\_\_\_\_

Adult Developmental  
Training  
10833 S. LaPorte  
Oak Lawn, IL 60453  
(708) 425-3344  
Fax: (708) 425-3530

Vocational Services  
CILA and SEP  
5040 W. 111th St.  
Oak Lawn, IL 60453  
(708) 425-7377  
Fax: (708) 425-7899

Residential Services  
Park Lawn Center  
5831 W. 115th St.  
Alsip, IL 60803  
(708) 396-1117  
Fax: (708) 396-1186

Residential Services  
Park Lawn Homes  
12815 S. Kostner  
Alsip, IL 60803  
(708) 385-1982  
Fax: (708) 385-8145

Administrative Office  
Business Office  
10833 S. LaPorte  
Oak Lawn, IL 60453  
(708) 425-3344  
Fax: (708) 425-3530

A NON-PROFIT ORGANIZATION SERVING INDIVIDUALS WITH DEVELOPMENTAL DISABILITIES SINCE 1955

Donations are deductible to the extent allowed by the IRS Codes.

[www.parklawn.com](http://www.parklawn.com)



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

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**RESOLUTION  
NUMBER 2014-051**

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**A 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.**

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

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BERRINI</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**RESOLUTION NO. 2014-051**

**A 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**

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 desires to retain a new provider for necessary services related to the operation of the automated traffic law enforcement system;

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 terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

**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 25th 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					
<b>TOTAL</b>					

**APPROVED:** this 25th 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  
25th day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

**AGREEMENT BETWEEN REDSPEED ILLINOIS, LLC  
AND THE CITY OF BLUE ISLAND FOR  
TRAFFIC LAW ENFORCEMENT SYSTEM**

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## AND THE CITY OF BLUE ISLAND FOR TRAFFIC LAW ENFORCEMENT SYSTEM

This Automated Traffic Law Enforcement System Agreement (hereinafter referred to as "Agreement") is made as of this \_\_\_ day of August, 2014 by and between RedSpeed Illinois, LLC located at 400 Eisenhower Lane North, Lombard, Illinois 60148 ("RedSpeed"), and the City of Blue Island, an Illinois municipal corporation, (hereinafter referred to as the "Municipality").

### RECITALS

WHEREAS, RedSpeed is in the business of providing an implementary automated traffic law enforcement system and the collection of any citations issues pursuant thereto;

WHEREAS, the Municipality desires to engage the services of RedSpeed to provide equipment cameras hardware, software and technicians to identify and enforce violations of the traffic control signals {Red light violations only} within the Municipality.

WHEREAS, the Municipality and RedSpeed desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain intersections within the Municipality pursuant to this Agreement.

WHEREAS, on \_\_\_\_\_ the Corporate Authorities of the Municipality adopted an Ordinance (No. \_\_\_\_\_), authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Municipality and RedSpeed agrees as follows:

1. **Recitals.** All recitals set forth above shall be deemed a part of this Agreement.
2. **Services Provided.** RedSpeed shall provide an automated traffic law enforcement system and program to the Municipality by:
  - a. Installing, at designed Intersections (Exhibit "A" attached hereto and incorporated and in the Municipality automated traffic law enforcement systems);
  - b. Maintenance as set forth in Exhibit "A"; and
  - c. The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to RedSpeed. Upon RedSpeed's receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any; the proposed changes would have on the pricing of this Agreement. Following the Municipality's receipt of the new pricing, the Parties shall negotiate to implement the proposed changes, the time, manner and amount of payment or price increases or decreases,

as the case may be, and any other matters relating to the proposed changes. If the Municipality and RedSpeed fail to reach an agreement with respect to any of the proposed changes it shall not be deemed to be a breach of this Agreement.

3. **Term.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of six (6) years after the installation date ("Installation Date"). This Agreement shall be automatically renewed for two (2) additional consecutive and automatic three (3) year periods following the expiration of the initial six (6) year term (the "Extended Term"). The City may, in its sole discretion, decline to automatically renew this Agreement by providing written notice to RedSpeed that it shall not renew this Agreement not less than sixty (60) days prior to the last day of the initial term or any Extended Term.

4. **Compensation.** Compensation as set forth in Exhibit "B".

5. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, without cause, with Sixty (60) days written notice to the other Party. Provided, however, notwithstanding the foregoing, to the contrary, if Municipality terminates this Agreement, without cause prior to the end of term, the Municipality shall reimburse RedSpeed in an amount equal to the cost of the direct labor costs and direct material costs (but not including equipment cost and salvageable material costs) solely associated with the installation of a camera or cameras at the Designated Intersections which have been installed prior to termination (the "Cost" and/or "Costs"). RedSpeed shall provide an itemization, with supporting invoices and labor expense documentation, to the Municipality of the amount of the direct labor costs and direct material costs (but not including equipment costs and salvageable material costs) solely associated with the installation of a camera or cameras at the Designated Intersections.
- b. Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) the Illinois Statutes are amended to prohibit or substantially change the operation of automated traffic law enforcement systems, as defined in the Illinois Vehicle Code; or (ii) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from RedSpeed's automated traffic law enforcement systems are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within sixty (60) calendar days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach.

- c. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination.

The Municipality shall immediately cease using the Automated Traffic Law Enforcement system provided pursuant to this Agreement and also immediately stop using any other Intellectual Property of RedSpeed, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to RedSpeed for services performed prior to the termination.

RedSpeed shall remove any and all Equipment, hardware and software RedSpeed installed in connection with RedSpeed's performance of its obligations under this Agreement, and shall restore the Designated Intersections to substantially the same condition they were in prior to this Agreement.

- d. Notwithstanding the termination or the following shall survive the termination of this Agreement:
- i. Reservation of Rights, Representations and Warranties of RedSpeed;
  - ii. Representations and Warranties of Municipality;
  - iii. Limited Warranties;
  - iv. Confidentiality;
  - v. Indemnification;
  - vi. Dispute Resolution;
  - vii. Assignment;
  - viii. Applicable Law;
  - ix. Injunctive Relief; and
  - x. Jurisdiction and Venue;

As the Parties acknowledge they must survive to give effect to the provisions of this Agreement.

## 6. License.

- a. Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations processing Agreement that the parties intend to enter into, and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.
- b. The Municipality hereby acknowledges and agrees that RedSpeed is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by RedSpeed, the name RedSpeed, the mark and any and all Intellectual Property arising from or relating to the System.
- c. The Municipality hereby covenants and agrees that it shall not make any modifications to the Automated Traffic Law Enforcement System provided by RedSpeed, alter, remove or tamper with any RedSpeed trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of RedSpeed, or perform any type of reverse engineering to the RedSpeed Automated Traffic Law Enforcement System.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing applications to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent application for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. **LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDSPEED MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDSPEED DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY

ACKNOWLEDGES THAT THE REDSPEED PHOTO AUTOMATED TRAFFIC LAW ENFORCEMENT MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDSPEED SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

8. Representations.

RedSpeed Representations and Warranties.

- a. RedSpeed hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation and operation of the RedSpeed Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications provided to RedSpeed.

9. Municipality Representations.

- a. The Municipality hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution or ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

10. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party.

Each Party shall not disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information.

## 11. Indemnification and Liability.

a. Municipality hereby agrees to defend and indemnify and hold harmless RedSpeed and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the supplies of equipment and installers), or any of them against, and to protect, save and keep harmless the from, and to pay on behalf of or reimburse the as and when incurred for, any and all Losses which may be imposed on or incurred by any RedSpeed or equipment provided and/or installer arising out of or in any way related to:

- i. any material representation, inaccuracy or breach of any covenant, warranty or representation of the Municipality contained in this Agreement;
- ii. the willful misconduct of the Municipality, its employees contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Party;
- iii. any claim, action or demand not caused by RedSpeed's failure to perform its obligations under this Agreement; or
- iv. any claim, action or demand challenging the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the results of the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof; validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System provided by RedSpeed.

b. RedSpeed hereby agrees to defend and indemnify and hold harmless the Municipality managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising out of or related to:

- i. any material misrepresentation, inaccuracy or breach of an covenant, warranty or representation of RedSpeed contained in this Agreement;
- ii. the willful misconduct of RedSpeed, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the

personal property of third parties), except to the extent caused by the willful misconduct of any Municipality or any of its agents; or

iii. any claim, action or demand not caused by the Municipality's failure to perform its obligations under this Agreement.

c. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

d. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnifications is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnifications is being sought shall have the right to participate in the defense at its sole expense.

## 12. Violation Processing.

**Under this Agreement, Violation shall be processed as follows:**

- a. All Violations Data shall be stored on the RedSpeed Automated Traffic Law Enforcement System.
- b. RedSpeed shall process the Violation Data gathered from the Designated Intersection(s) into a format capable of review by the Authorized Officer.
- c. RedSpeed shall provide the Authorized Officer with access to the RedSpeed System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violations Data from the applicable Designated Intersection(s).

Thereafter, the Municipality shall cause the Authorized Officer to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination using the software or other applications or procedures provided by RedSpeed on the RedSpeed Automated Traffic Law Enforcement System.

RedSpeed hereby acknowledges and agrees that the decision to issue a citation shall be the sole, unilateral and exclusive decision of the Authorized Officer and shall be made in such Authorized Officer's sole discretion (a "Citation Decision"), and in no event shall RedSpeed have the ability or authorization to make a citation decision.

Further, the Municipality shall be obligated to execute all violations (citations) sent out

on the Municipalities behalf.

### 13. Dispute Resolution.

Upon the occurrence of any dispute or disagreement between the Parties hereto arising out of or in connection with any terms or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the Parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either Party, each of the Parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the Parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the Parties are unable to resolve the Dispute within ninety (90) calendar days, and in the event that either of the Parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the Parties may mutually agree to submit to binding or nonbinding arbitration or mediation.

### 14. Notices.

Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

- a. Notices to RedSpeed:  
RedSpeed Illinois, LLC  
Attn. Robert Liberman, Manager  
400 Eisenhower Lane North  
Lombard, IL 60148

With a copy to:

Martin S. Korey  
STONE POGRUND & KOREY LLC  
1 East Wacker Drive, Suite 2610  
Chicago, IL 60601

b. Notices to the Municipality:

City of Blue Island  
13031 S. Greenwood  
Blue Island, IL 60406  
Attention:

With a copy to:

15. Relationship between RedSpeed and the Municipality.

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between parties, but instead payment for services rendered, as set forth in paragraph 4 above.

16. Assignment.

Neither Party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that the Municipality hereby acknowledges and agrees that delivery and performance of RedSpeed's rights pursuant to this Agreement shall require a significant investment by RedSpeed, and that in order to finance such investment, RedSpeed may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. The Municipality hereby agrees that RedSpeed shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without the Municipality's prior written approval. The Municipality further acknowledges and agrees that in the event that RedSpeed provides any such acknowledgment or consent to Municipality for execution, and in the event that the Municipality fails to execute and deliver such acknowledgment or consent back to RedSpeed within ten (10) calendar days after its receipt of such request from RedSpeed to execute such acknowledgment or consent, the Municipality shall be deemed to have consented to and approved such acknowledgment or consent and RedSpeed is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of Municipality and deliver such document to its financial institution.

**17. Injunctive Relief; Specific Performance.**

The Parties hereby agree and acknowledge that a breach of License, Restricted Use Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

**18. Audit.**

Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three business hours prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment payable by the pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by refund to the amount of the excess shall be promptly paid. Each Party shall solely pay the expenses for any audit they request.

**19. Force Majeure.**

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

**20. Miscellaneous.**

**a. Definitions.**

In this Agreement, the words and phrases below shall have the following meanings:

- i. “Administrative Hearing Officer”** means the person hired by the Municipality to act as an impartial judge for all requests for an Administrative Appeals Hearing.
- ii. “Authorized Officer”** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator or such other individual(s) as the Municipality shall designate to review Potential Violations and to authorize the Issuance of Citations.
- iii. “Authorized Violation”** means each Potential Violation in the Violation Data for

which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using the RedSpeed.

- iv. **"Cause"** as used at Paragraph 5a of this Agreement shall mean:
- (a) The material breach by RedSpeed, its employees or agents, of any of the provisions hereof on RedSpeed's part to be kept, maintained or performed.
- v. **"Citation"** means the notice of Violation, which is mailed or otherwise delivered by RedSpeed to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- vi. **"Confidential or Private Information"** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
- Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and
- Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- vii. **"Designated Intersection"** means the Intersections set forth in Exhibit A attached hereto, and such additional Intersections as RedSpeed and the Municipality shall mutually agree from time to time.
- viii. **"Enforcement Documentation"** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Illinois Vehicle Code, and by (city/Village) ordinance a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.

- ix. **“Equipment”** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, housings, radar units, and poles.
- xx. **“Fine”** means monetary sums assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- xi. **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- xii. **“Installation Date of the Automated Traffic Law Enforcement System”** means the date on which RedSpeed completes the construction and installation of at least one (1) Intersection in accordance with the terms of this Agreement so that such Intersection is operational for the purposes of functioning with the Automated Traffic Law Enforcement System Program.
- xiii. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.
- xiv. **“Intersection”** means a conduit of travel (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by RedSpeed for the purposes of facilitating Automated Traffic Law Enforcement System by the Municipality.
- xv. **“Operational Period”** means the period of time during the Term, commencing on the Installation Date, during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
- xvi. **“Person”** means natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- xvii. **“Potential Violation”** means, with respect to any motor vehicle passing through a Designated Intersection, the data collected by the Automated Traffic Law Enforcement System with respect to such motor vehicle, which data shall be

processed by the Automated Traffic Law Enforcement System for the purposes of allowing the Authorized Officer to review such data and determine whether a Red Light (Traffic Control) Violation has occurred.

- xviii. **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- xix. **“RedSpeed Marks”** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to Automated Traffic Law Enforcement System at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.
- xx. **“Automated Traffic Law Enforcement System”** means, collectively, all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, and products, software and other tangible and intangible property relating including but not limited to the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for automated Traffic law enforcement.
- xxi. **“Violation”** means an automated traffic law violation as defined by Section 11-208.6 of the Illinois Vehicle Code.
- xxii. **“Violation Criteria”** means the standards and criteria by which Potential Violations will be evaluated by the Authorized Officer and/or sworn police officers of the Municipality, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, whether the vehicle in question entered an intersection in violation of a red light signal in order to yield the right of way to an emergency vehicle or as part of a funeral procession, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.

- xxiii. “Violations Data” means the images and other Violations data gathered by the Automated Traffic Law Enforcement System at the Designated Intersection(s).
- xxiv. “Traffic Compliance Administrator” means the Traffic Compliance Administrator described in Section \_\_\_ of City of Blue Island Ordinance No. \_\_\_\_\_.
- b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either Party.
- d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- e. **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.
- h. **Binding Effect.** This Agreement shall incur to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.
- i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this

Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Illinois.

l. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts of the State of Illinois located in the County the Municipality resides, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

“Municipality”

“RedSpeed”

CITY OF BLUE ISLAND

REDSPEED ILLINOIS, LLC

By: \_\_\_\_\_

By \_\_\_\_\_  
Robert Liberman

Title: \_\_\_\_\_

Title: Manager

## EXHIBIT "A"

### Designated Intersections

RedSpeed and the Municipality will mutually agree upon the Identification of enforced intersection which agreement will be based on community safety and traffic needs as warranted. The Designated Intersections shall be set forth on a supplement to this Exhibit A.

### Construction and Installation

RedSpeed will have designated intersection installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

RedSpeed will use reasonable commercial efforts to install and activate the first specified intersection within the first ninety (90) days. The Municipality agrees that the estimated timeframe for installation and activation is not guaranteed.

The Municipality will assist with providing timely approval of Municipality permit request. The Municipality will provide city engineers to review of RedSpeed permit requests and all documentation and said review should be within two (2) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes within two business days.

Further RedSpeed shall provide training for up to six (6) personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation. Training for more than four (4) personnel shall be an extra cost to be agreed to by the Parties before training shall be provided.

### Maintenance

All repair and maintenance of the Automated Traffic Law Enforcement System shall be the sole responsibility of RedSpeed.

### Non-Productive Cameras

If the Municipality and RedSpeed mutually agree that a camera either is not economical and/or has not reached the desired safety goals, a new location will be mutually selected and the camera will be moved at no Cost to the Municipality. If no further location is mutually agreed upon for the removed camera, the Municipality will inform Red Speed in writing, and the camera will be removed at Cost to the Municipality not to exceed \$30,000.00 to the Municipality, within

thirty (30) calendar days after the receipt of the written notice. The billing for the camera will stop immediately upon receipt of the written notice. Provided however, that removal of equipment from intersections under construction or improvement which construction or improvement was not under the exclusive control of the Municipality, such Costs for removal or relocation shall be borne by RedSpeed.

## EXHIBIT "B"

### Compensation

The Parties agree that all citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality the balance of all payments it collects for the Municipality after deducting therefrom the compensation due to RedSpeed as determined below:

1. A monthly fee of \$1,499.00 for each Active Camera. This cost includes the maintenance of the camera. (Also as set forth above no cameras can be added or removed unless agreed to in writing by both Parties).

If a camera is Inactive (including but not limited to vandalism, acts of god, road sensor damage, and equipment malfunction), except if the electricity to the intersection is non-operational and/or the traffic control signals are non-operational in which case no credit shall be given, the following shall be applicable:

- A \$50.00 credit shall be given to the Municipality for every day the camera is inactive up to fourteen (14) calendar days; and
- If more than fourteen (14) calendar days, then the entire monthly fee of \$1,499.00 shall be waived

Further, if the electricity and/or traffic control signal is not operational, RedSpeed will assist the Municipality at no cost with all repairs and also, there will be no additional charges for the power outage.

2. A service fee of \$5.99 shall be charged for each of the following services listed in subparagraphs (a) and (b) below, where applicable, even if there is no Citation issued:
  - (a) For digital capture, download and manual review of a violation evidence package (including three pictures and a 12 second video clip), performed by RedSpeed operators, excluding funeral processions, emergency and police vehicles.
  - (b) For registered owner name and address retrieval associated with processing a citation (utilizing Secretary of State, United States Postal Service or other 3<sup>rd</sup>-party database);

3. A service fee of \$5.99 shall be charged for each of the following services listed in subparagraphs (a), (b), (c) and (d) below, where applicable:
- (a) For ALL letter handling services, including postage and color printing;
  - (b) For payment processing service, including check and credit card processing at the lock box, online or during administrative hearings;
  - (c) For digital evidence archival (storage of evidence for 7 years) service;
4. Also the compensation has been agreed upon based on the following assumptions:
- There shall be twenty-five (25) free warning notices given by RedSpeed at no charge to Municipality each month.
  - Collection of delinquent payments will be the sole responsibility and expense of the Municipality.
  - RedSpeed will be able to utilize existing conduit for installation where space is available, at no cost to RedSpeed;
  - All necessary electrical and high speed internet services to the Designated Intersections will be the sole responsibility and expense of RedSpeed;
  - RedSpeed will be able to utilize existing internet connections at the Municipality's Police Department and other locations where RedCheck (back-office processing software) will be installed and used, and
  - RedSpeed will be responsible for installation and maintenance of a high-speed internet connection at each designated intersection approach.

Further, the Parties acknowledge that the Compensation as set forth in this Exhibit B is compliant with the laws of the State of Illinois.

Further, the Municipality shall receive a statement and invoice by the 15<sup>th</sup> of every month stating the amount collected and the amount of compensation to RedSpeed for the prior month. The net amount owed to the Municipality shall be included with the statement and invoice.

All citations (payments) shall be collected by RedSpeed and all work shall be monitored by RedSpeed, and approved by the Police Department of the Municipality. After citations are collected, RedSpeed shall be paid all of its compensation as set forth in this Paragraph four (4) and then the balance shall be promptly paid to the Municipality. The Municipality acknowledges that it shall have access to all records on the computer terminal provided by RedSpeed pursuant to this Agreement. If for some reason it is not available RedSpeed shall provide a paper copy of any monthly statement upon written request.

**Cost Neutrality.** Notwithstanding any other provision of this Agreement to the contrary, except

for paragraph 5.a. and the Non-Productive Cameras paragraph of Exhibit A, if any invoice for compensation owed to RedSpeed from Municipality is higher than the amount collected, the balance owed to RedSpeed will be carried over and paid by the Municipality in the following month. Payment will only be made by Municipality up to the amount of cash received by Municipality through the collection of Red Light Citations up to the amount currently due. Cost neutrality is assured to Municipality as the Municipality shall never have to pay RedSpeed more than the actual cash received.

Notwithstanding the foregoing cost neutrality paragraph, to the contrary, the provisions of paragraph 5.a. and the Non-Productive Cameras paragraph of Exhibit A supersede the cost neutrality paragraph and Municipality shall be responsible to RedSpeed for any Costs due from Municipality to RedSpeed under such paragraphs irrespective of a Cash receipts deficiency.

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

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**ORDINANCE**  
**NUMBER 2014-053**

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**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLUE ISLAND FOR THE CURRENT FISCAL YEAR COMMENCING MAY 1, 2014 AND ENDING DECEMBER 31, 2014**

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

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BERRINI</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**Ordinance No. 2014-053**

**An Ordinance Levying Taxes for the City of Blue Island for the Current Fiscal Year  
Commencing May 1, 2014 and ending December 31, 2014**

Be It Ordained, by the City Council of the City of Blue Island, County of Cook and State of Illinois:

**Section One**

A tax for the following sums of money, or as much thereof as may be authorized by law to defray all expenses and liabilities of the City, is hereby levied for the year commencing May 1, 2014 and ending December 31, 2014.

**01 City of Blue Island  
General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>401</b>	<b>MAYOR'S OFFICE</b>			
5100	Salaries - Full Time	33,500.00	0.00	33,500.00
5200	Salaries - Part Time	20,000.00	20,000.00	0.00
5300	Overtime	0.00	0.00	0.00
5400	Employer FICA	3,350.00	0.00	3,350.00
5450	Employer Medicare	800.00	0.00	800.00
5500	Employer IMRF	7,600.00	0.00	7,600.00
5530	City Official's Expense	2,400.00	2,400.00	0.00
5650	Training	400.00	400.00	0.00
5705	Office Supplies	350.00	350.00	0.00
5725	Postage and Shipping	250.00	250.00	0.00
5730	Printing and Copy Expense	250.00	250.00	0.00
5735	Maintenance Supplies/Materials	0.00	0.00	0.00
5785	Operating Supplies	0.00	0.00	0.00
5800	Equipment Maintenance and Repair	0.00	0.00	0.00
5810	Equipment Maintenance Contract	1,700.00	1,700.00	0.00
5815	Service Contracts	700.00	700.00	0.00
6180	Professional Consulting	0.00	0.00	0.00
6290	Computer Hardware	650.00	650.00	0.00
6295	Computer Software	150.00	150.00	0.00
6425	Subscriptions/Publications	350.00	350.00	0.00
6430	Dues & Memberships	10,000.00	0.00	10,000.00
6435	Employee/Office Services	1,000.00	1,000.00	0.00
6495	Meetings and Seminars	500.00	500.00	0.00
6930	Office Equipment	600.00	600.00	0.00
	<b>Total Mayor's Office</b>	<b>84,550.00</b>	<b>28,700.00</b>	<b>55,250.00</b>

**Levy Source:**

<b>General Corporate Tax</b>	<b>43,500.00</b>
<b>IMRF Tax (Special Levy)</b>	<b>7,600.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>4,150.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>402</b>	<b>Finance Department</b>			
5100	Salaries - Full Time	154,750.00	0.00	154,750.00
5200	Salaries - Part Time	4,700.00	4,700.00	0.00
5300	Salaries - Overtime	1,000.00	1,000.00	0.00
5400	Employer FICA	9,700.00	0.00	9,700.00
5450	Employer Medicare	2,300.00	0.00	2,300.00
5500	Employer IMRF	22,250.00	0.00	22,250.00
5530	City Official's Expense	2,400.00	2,400.00	0.00
5705	Office Supplies	500.00	500.00	0.00
5725	Postage & Shipping	600.00	600.00	0.00
5730	Printing & Copy Expense	150.00	150.00	0.00
5800	Equipment Maintenance and Repair	0.00	0.00	0.00
5810	Equipment Maintenance Contracts	1,690.00	1,690.00	0.00
5815	Service Contracts	700.00	700.00	0.00
6170	Audit Fees	25,000.00	2,370.00	22,630.00
6180	Professional Consulting	15,000.00	15,000.00	0.00
6185	Accounting Software Services	39,500.00	39,500.00	0.00
6290	Computer Hardware	2,400.00	2,400.00	0.00
6295	Computer Software	100.00	100.00	0.00
6405	Travel/Transportation	1,000.00	1,000.00	0.00
6425	Subscriptions/Publications	100.00	100.00	0.00
6430	Dues and Memberships	1,225.00	1,225.00	0.00
6435	Employee/Office Services	100.00	100.00	0.00
6460	Legal Notices	1,000.00	1,000.00	0.00
6480	Payroll Fees	46,000.00	46,000.00	0.00
6495	Meetings & Seminars	1,500.00	1,500.00	0.00
6535	Service Charges/Bank Fees	1,500.00	1,500.00	0.00
6930	Office Equipment	1,000.00	1,000.00	0.00
	<b>Total Finance Department</b>	<b>336,165.00</b>	<b>124,535.00</b>	<b>211,630.00</b>

**Levy Source:**

<b>General Corporate Tax</b>	<b>154,750.00</b>
<b>IMRF (Special Levy)</b>	<b>22,250.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>12,000.00</b>
<b>Auditing Tax (Special Levy)</b>	<b>22,630.00</b>
<b>Total to be Raised by Levy</b>	<b><u>211,630.00</u></b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>403</b>	<b>Clerk's Office</b>			
5100	Salaries - Full Time	53,500.00	0.00	53,500.00
5200	Salaries - Part Time	0.00	0.00	0.00
5300	Salaries - Overtime	0.00	0.00	0.00
5400	Employer FICA	3,350.00	0.00	3,350.00
5450	Employer Medicare	800.00	0.00	800.00
5500	Employer IMRF	7,600.00	0.00	7,600.00
5530	City Official's Expense	2,400.00	2,400.00	0.00
5705	Office Supplies	100.00	100.00	0.00
5725	Postage & Shipping	700.00	700.00	0.00
5730	Printing & Copy Expense	1,700.00	1,700.00	0.00
5785	Operating Supplies	400.00	400.00	0.00
6290	Computer Hardware	500.00	0.00	0.00
6295	Computer Software	136.00	136.00	0.00
6325	Vehicle Sticker Program	6,350.00	6,350.00	0.00
6415	Rentals & Leasing Fees	760.00	760.00	0.00
6425	Subscriptions & Publications	8,250.00	8,250.00	0.00
6430	Dues & Memberships	200.00	200.00	0.00
6475	License & Fees	1,750.00	1,750.00	0.00
6930	Office Equipment	0.00	0.00	0.00
	<b>Total Clerk's Office</b>	<b>88,496.00</b>	<b>23,246.00</b>	<b>65,250.00</b>

**Levy Source:**

<b>General Corporate Tax</b>	<b>53,500.00</b>
<b>IMRF Tax (Special Levy)</b>	<b>7,600.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>4,150.00</b>
<b>Total to be Raised by Levy</b>	<b><u>65,250.00</u></b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>404</b>	<b>Alderman</b>			
5200	Salaries - Part Time	24,275.00	24,275.00	0.00
5400	Employer FICA	1,505.00	1,505.00	0.00
5450	Employer Medicare	355.00	355.00	0.00
5530	City Official's Expense	33,600.00	33,600.00	0.00
	<b>Total Alderman</b>	<b>59,735.00</b>	<b>59,735.00</b>	<b>0.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>409</b>	<b>General Government</b>			
5100	Salaries - Full Time	33,500.00	33,500.00	0.00
5200	Salaries - Part Time	28,000.00	28,000.00	0.00
5400	Employer FICA	3,900.00	0.00	3,900.00
5450	Employer Medicare	900.00	0.00	900.00
5500	Employer IMRF	4,800.00	0.00	4,800.00
5531	Library - PPRT	55,000.00	55,000.00	0.00
5610	Unemployment	63,000.00	63,000.00	0.00
5705	Office Supplies	1,000.00	1,000.00	0.00
5725	Postage & Shipping	1,500.00	1,500.00	0.00
5730	Printing & Copy Expense	4,000.00	4,000.00	0.00
5735	Maintenane Supplies	5,500.00	5,500.00	0.00
5785	Operating Supplies	500.00	500.00	0.00
5800	Equipment Maintenance & Repair	1,000.00	1,000.00	0.00
5810	Equipment Maintenance Contracts	5,500.00	5,500.00	0.00
5815	Service Contracts	1,050.00	1,050.00	0.00
5820	Building Maintenance and Repair	15,000.00	15,000.00	0.00
5895	Small Equipment	2,000.00	2,000.00	0.00
6105	Telephone/Pager	78,000.00	78,000.00	0.00
6110	Cell Phones	28,000.00	28,000.00	0.00
6180	Professional Consulting	30,000.00	30,000.00	0.00
6195	Engineering	10,000.00	10,000.00	0.00
6205	Chamber Expenses	0.00	0.00	0.00
6210	Legal Fees	340,000.00	340,000.00	0.00
6265	Maintenance and Repair - Outside Contractors	1,000.00	1,000.00	0.00
6275	Lot/Property Maintenance	500.00	500.00	0.00
6290	Computer Hardware	27,000.00	27,000.00	0.00
6295	Computer Software	750.00	750.00	0.00
6300	Computer Consulting	60,000.00	60,000.00	0.00
6350	Other Contractual Service3	4,000.00	4,000.00	0.00
6405	Travel/Transportation	600.00	600.00	0.00
6410	Insurance	5,000.00	5,000.00	0.00
6415	Rental & Leasing Fees	500.00	500.00	0.00
6425	Subscriptions/Publications	650.00	650.00	0.00
6430	Dues & Memberships	11,000.00	11,000.00	0.00
435	Employee/Office Services	750.00	750.00	0.00
6455	Advertising & Marketing	2,000.00	2,000.00	0.00
6460	Legal Notices	1,000.00	1,000.00	0.00
6475	Licenses & Fees	100.00	100.00	0.00
6495	Meetings & Seminars	750.00	750.00	0.00
6605	Bond Interest	27,500.00	5,885.00	21,615.00
6610	Bond Principal	570,000.00	460,000.00	110,000.00

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>409</b>	<b>General Government</b>			
6615	Interest on Notes	10,000.00	10,000.00	0.00
6625	Agent/Trust Fees	6,250.00	6,250.00	0.00
6510	Pass Through Grant Expenditures	25,000.00	25,000.00	0.00
	<b>Total General Government</b>	<b>1,466,500.00</b>	<b>1,325,285.00</b>	<b>141,215.00</b>

**Levy Source:**

<b>Bond Principal &amp; Interest</b>	<b>131,615.00</b>
<b>General Corporate Tax</b>	<b>0.00</b>
<b>IMRF Tax (Special Levy)</b>	<b>4,800.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>4,800.00</b>
<b>Total to be Raised by Levy</b>	<b><u>141,215.00</u></b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>410</b>	<b>Police Department</b>			
5100	Salaries - Full Time/Sworn Officers	1,700,000.00	666,692.00	1,033,308.00
5100	Salaries - Full Time/Civilian	175,700.00	175,700.00	0.00
5200	Salaries - Part Time/Civilian	24,000.00	24,000.00	0.00
5200	Salaries - Part Time/Officers	120,000.00	120,000.00	0.00
5300	Salaries - Overtime/Sworn Officers	180,000.00	180,000.00	0.00
5300	Salaries - Overtime/Civilian	18,000.00	18,000.00	0.00
5400	Employer FICA	21,000.00	0.00	21,000.00
5450	Employer Medicare	32,500.00	0.00	32,500.00
5500	Employer IMRF	43,650.00	0.00	43,650.00
5610	Unemployment	500.00	500.00	0.00
5615	Uniforms	26,350.00	26,350.00	0.00
5620	Police Vests	0.00	0.00	0.00
5650	Training	8,000.00	8,000.00	0.00
5705	Office Supplies	5,000.00	5,000.00	0.00
5725	Postage & Shipping	5,500.00	5,500.00	0.00
5730	Printing & Copy Expense	3,500.00	3,500.00	0.00
5735	Maintenance Supplies	3,000.00	3,000.00	0.00
5785	Operating Supplies	2,000.00	2,000.00	0.00
5800	Equipment Maintenance & Repair	2,000.00	2,000.00	0.00
5810	Equipment Maintenance Contracts	8,800.00	8,800.00	0.00
5815	Service Contracts	35,900.00	35,900.00	0.00
5820	Building Maintenance & Repair	22,000.00	22,000.00	0.00
5850	Vehicle/Truck Maintenance & Repair	12,000.00	12,000.00	0.00
5855	Vehicle/Truck Parts	7,000.00	7,000.00	0.00
5870	Tire Repairs	500.00	500.00	0.00
5880	Radio & Radio Equipment	4,000.00	4,000.00	0.00
5885	Gas & Oil	80,000.00	80,000.00	0.00
5895	Small Equipment	550.00	550.00	0.00
5900	Building & Street Signs	0.00	0.00	0.00
5905	Ammunition/Guns	7,000.00	7,000.00	0.00
6105	Telephone	10,000.00	10,000.00	0.00
6115	Natural Gas	1,000.00	1,000.00	0.00
6125	Internet Services	0.00	0.00	0.00
6130	TV Services	125.00	125.00	0.00
6180	Professional Consulting	15,000.00	15,000.00	0.00
6190	Personnel and Hiring Exams	0.00	0.00	0.00
6265	Maintenance Repair - Outside Contractor	0.00	0.00	0.00
6290	Computer Hardware	12,500.00	12,500.00	0.00
6295	Computer Software	1,360.00	1,360.00	0.00
6405	Travel/Transportation	2,500.00	2,500.00	0.00
6415	Rental & Leasing Fees	400.00	400.00	0.00

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>410</b>	<b>Police Department</b>			
6430	Dues & Memberships	500.00	500.00	0.00
6435	Employee/Office Services	0.00	0.00	0.00
6440	Prisoner Care	3,000.00	3,000.00	0.00
6450	Animal Care	2,500.00	2,500.00	0.00
6460	Legal Notices	500.00	500.00	0.00
6475	License & Fees	2,000.00	2,000.00	0.00
6495	Meetings & Seminars	400.00	400.00	0.00
6505	Community Promotions	500.00	500.00	0.00
6920	Machinery and Equipment	43,000.00	43,000.00	0.00
6925	Vehicles	30,000.00	30,000.00	0.00
	<b>Total Police Department</b>	<b>2,673,735.00</b>	<b>1,543,277.00</b>	<b>1,130,458.00</b>

**Levy Source:**

<b>IMRF Tax (Special Levy)</b>	<b>43,650.00</b>
<b>Police Protection Tax (Special Levy)</b>	<b>1,033,308.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>53,500.00</b>
<b>Total to be Raised by Levies</b>	<b><u>1,130,458.00</u></b>

City of Blue Island

01 General Fund Expenditures

Account Number	Account Description	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
414	911			
5100	Salaries - Full Time	447,000.00	327,000.00	120,000.00
5200	Salaries - Part Time	20,000.00	20,000.00	0.00
5300	Salaries - Overtime	25,000.00	25,000.00	0.00
5400	Employer FICA	30,500.00	0.00	30,500.00
5450	Employer Medicare	7,200.00	0.00	7,200.00
5500	Employer IMRF	70,000.00	0.00	70,000.00
5610	Unemployment	700.00	700.00	0.00
5615	Uniforms	9,100.00	9,100.00	0.00
5650	Training	500.00	500.00	0.00
5705	Office Supplies	600.00	600.00	0.00
5730	Printing & Copy Expense	200.00	200.00	0.00
5735	Maintenance Supplies	500.00	500.00	0.00
5800	Equipment Maintenance & Repair	2,000.00	2,000.00	0.00
5810	Equipment Maintenance Contracts	45,000.00	45,000.00	0.00
5815	Service Contracts	800.00	800.00	0.00
5820	Building Maintenance & Repair	5,000.00	5,000.00	0.00
5880	Radio & Radio Equipment	2,500.00	2,500.00	0.00
6105	Telephone	60,000.00	60,000.00	0.00
6125	Internet Services	650.00	650.00	0.00
6130	TV Services	60.00	60.00	0.00
6290	Computer Hardware	4,000.00	4,000.00	0.00
6295	Computer Software	500.00	500.00	0.00
6405	Travel/Transportation	100.00	100.00	0.00
6415	Rentals & Leasing Fees	0.00	0.00	0.00
6430	Dues & Memberships	200.00	200.00	0.00
6435	Employee/Office Services	0.00	0.00	0.00
6455	Advertising & Marketing	0.00	0.00	0.00
6495	Meetings & Seminars	0.00	0.00	0.00
6505	Community Promotions	0.00	0.00	0.00
6920	Machinery & Equipment	400,000.00	400,000.00	0.00
8060	Office Equipment	0.00	0.00	0.00
<b>TOTAL 911 DEPARTMENT</b>		<b>1,132,110.00</b>	<b>904,410.00</b>	<b>227,700.00</b>
<b>GENERAL CORPORATE TAX</b>				<b>120,000.00</b>
<b>IMRF TAX (SPECIAL LEVY)</b>				<b>70,000.00</b>
<b>SOCIAL SECURITY TAX (SPECIAL LEVY)</b>				<b>37,700.00</b>
<b>UNEMPLOYMENT TAX (SPECIAL LEVY)</b>				<b>0.00</b>
				<b>227,700.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>420</b>	<b>Fire Department</b>			
5100	Salaries - Full Time	983,500.00	394,589.00	588,911.00
5200	Salaries - Part Time	60,000.00	60,000.00	0.00
5300	Salaries - Overtime	55,000.00	55,000.00	0.00
5400	Employer FICA	6,400.00	0.00	6,400.00
5450	Employer Medicare	13,000.00	0.00	13,000.00
5500	Employer IMRF	6,100.00	0.00	6,100.00
5615	Uniforms	15,000.00	15,000.00	0.00
5625	Firefighter Gear	10,000.00	10,000.00	0.00
5650	Training	1,000.00	1,000.00	0.00
5655	Training Reimbursement	4,000.00	4,000.00	0.00
5660	Training Materials	1,000.00	1,000.00	0.00
5705	Office Supplies	850.00	850.00	0.00
5725	Postage & Shipping	200.00	200.00	0.00
5730	Printing & Copy Expense	650.00	650.00	0.00
5735	Maintenance Supplies	4,500.00	4,500.00	0.00
5785	Operating Supplies	3,500.00	3,500.00	0.00
5800	Equipment Maintenance & Repair	6,000.00	6,000.00	0.00
5810	Equipment Maintenance Contracts	1,850.00	1,850.00	0.00
5815	Service Contracts	1,250.00	1,250.00	0.00
5820	Building Maintenance & Repair	3,000.00	3,000.00	0.00
5850	Vehicle/Truck Maintenance & Repair	42,900.00	42,900.00	0.00
5855	Vehicle/Truck Parts	3,000.00	3,000.00	0.00
5870	Tire Repairs	500.00	500.00	0.00
5880	Radio & Radio Equipment	2,000.00	2,000.00	0.00
5885	Gas & Oil	3,200.00	3,200.00	0.00
5895	Small Equipment	750.00	750.00	0.00
5915	SCBA & Compressir	3,500.00	3,500.00	0.00
6105	Telephone	250.00	250.00	0.00
6125	Internet Services	680.00	680.00	0.00
6180	Professional Consulting	1,500.00	1,500.00	0.00
6190	Personnel and Hiring Exams	1,500.00	1,500.00	0.00
6265	Maintenance Repair - Outside Contractors	0.00	0.00	0.00
6290	Computer Hardware	4,000.00	4,000.00	0.00
6295	Computer Software	2,600.00	2,600.00	0.00
6340	Ambulance Billing Services	27,500.00	27,500.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6405	Travel/Transportation	100.00	100.00	0.00
6415	Rentals & Leasing Fees	300.00	300.00	0.00
6425	Subscriptions/Publications	500.00	500.00	0.00
6430	Dues & Memberships	3,850.00	3,850.00	0.00
6435	Employee/Office Services	100.00	100.00	0.00

City of Blue Island

01 General Fund Expenditures

Account Number	Account Description	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
<b>420</b>	<b>Fire Department</b>			
6440	Physical Exams	11,050.00	11,050.00	0.00
6475	License & Fees	100.00	100.00	0.00
6495	Meetings & Seminars	1,250.00	1,250.00	0.00
6505	Community Promotions	750.00	750.00	0.00
6915	Improvements - Building & Grounds	25,000.00	25,000.00	0.00
6920	Machinery & Equipment	0.00	0.00	0.00
6510	Grant Pass Through Expenditure	375,000.00	375,000.00	0.00
	<b>TOTAL FIRE DEPARTMENT</b>	<b>1,688,680.00</b>	<b>1,074,269.00</b>	<b>614,411.00</b>

LEVY SOURCE:

IMRF TAX (SPECIAL LEVY)	6,100.00
FIRE PROTECTION TAX (SPECIAL LEVY)	588,911.00
SOCIAL SECURITY TAX (SPECIAL LEVY)	<u>19,400.00</u>
<b>TOTAL TO BE RAISED BY LEVIES</b>	<b><u>614,411.00</u></b>

City of Blue Island

01 General Fund Expenditures

Account Number	Account Description	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
<b>425</b>	<b>Civil Service</b>			
6180	Professional Consulting	500.00	500.00	0.00
6190	Personnel & Hiring Exams	7,200.00	7,200.00	0.00
6210	Legal Fees	10,000.00	10,000.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6460	Legal Notices	1,000.00	1,000.00	0.00
	<b>Total Civil Service</b>	<b>18,700.00</b>	<b>18,700.00</b>	<b>0.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>430</b>	<b>Public Works - Street</b>			
5100	Salaries - Full Time	567,500.00	380,356.00	187,144.00
5200	Salaries - Part Time	90,000.00	90,000.00	0.00
5300	Salaries - Overtime	20,000.00	20,000.00	0.00
5400	Employer FICA	42,050.00	0.00	42,050.00
5450	Employer Medicare	10,000.00	0.00	10,000.00
5500	Employer IMRF	96,500.00	0.00	96,500.00
5615	Uniform	9,000.00	9,000.00	0.00
5650	Training	0.00	0.00	0.00
5705	Office Supplies	350.00	350.00	0.00
5725	Postage & Shipping	250.00	250.00	0.00
5730	Printing & Copy Expense	300.00	300.00	0.00
5735	Maintenance Supplies	20,000.00	20,000.00	0.00
5785	Operating Supplies	10,000.00	10,000.00	0.00
5790	Concrete/Asphalt/Stone	18,000.00	18,000.00	0.00
5800	Equipment Maintenance & Repair	17,000.00	17,000.00	0.00
5802	Equipment Parts	7,000.00	7,000.00	0.00
5810	Equipment Maintenance Contracts	1,850.00	1,850.00	0.00
5815	Service Contracts	820.00	820.00	0.00
5820	Bulding Maintenance & Repair	2,000.00	2,000.00	0.00
5850	Vehicle/Truck Maintenance & Repair	20,000.00	20,000.00	0.00
5855	Vehicle/Truck Parts	15,000.00	15,000.00	0.00
5870	Tire Repairs	1,500.00	1,500.00	0.00
5875	Equipment Rental	3,000.00	3,000.00	0.00
5880	Radios & Radio Equipment	500.00	500.00	0.00
5885	Gas & Oil	40,000.00	40,000.00	0.00
5895	Small Equipment	2,500.00	2,500.00	0.00
5900	Building & Street Signs	6,800.00	6,800.00	0.00
6105	Telephone	2,500.00	2,500.00	0.00
6115	Natural Gas	1,000.00	1,000.00	0.00
6120	Electricity	120,000.00	120,000.00	0.00
6125	Internet Services	825.00	825.00	0.00
6130	TV Services	300.00	300.00	0.00
6195	Engineering	30,000.00	30,000.00	0.00
6230	Curb & Sidewalk Maintenance & Repair	0.00	0.00	0.00
6235	Street & Alley Maintenance & Repair	0.00	0.00	0.00
6240	Street Light Install, Repair & Maintenance	15,000.00	15,000.00	0.00
6245	Traffic Signal Maintenance & Repair	10,000.00	10,000.00	0.00
6260	Outside Snow Removal	20,000.00	20,000.00	0.00
6265	Maintenance Repair - Outside Contractor	1,000.00	1,000.00	0.00
6270	Parking Lot Maintenance	5,000.00	5,000.00	0.00
6280	Tree Program and Maintenance	150,000.00	0.00	150,000.00

City of Blue Island

01 General Fund Expenditures

Account Number	Account Description	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
<b>430</b>	<b>Public Works - Street</b>			
6285	Garbage & Recycling	820,000.00	517,241.00	302,759.00
6290	Computer Hardware	1,250.00	1,250.00	0.00
6295	Computer Software	250.00	250.00	0.00
6330	Urban Forestry Expense	8,000.00	8,000.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6405	Travel/Transportation	100.00	100.00	0.00
6430	Dues & Memberships	0.00	0.00	0.00
6435	Employee/Office Services	600.00	600.00	0.00
6475	License & Fees	100.00	100.00	0.00
6495	Meetings & Seminars	100.00	100.00	0.00
6680	Salt	2,000.00	2,000.00	0.00
6700	Street Resurfacing & Repair	0.00	0.00	0.00
6920	Machinery & Equipment	65,000.00	65,000.00	0.00
<b>TOTAL PUBLIC WORKS - STREETS</b>		<b>2,254,945.00</b>	<b>1,466,492.00</b>	<b>788,453.00</b>

LEVY SOURCE:

GENERAL CORPORATE TAX	187,144.00
IMRF TAX (SPECIAL LEVY)	96,500.00
SOCIAL SECURITY TAX (SPECIAL LEVY)	52,050.00
STREET & BRIDGE TAX (SPECIAL LEVY)	190,092.00
COLLECTION & DISPOSAL OF GARBAGE TAX (SPECIAL LEVY)	302,759.00
<b>TOTAL TO BE RAISED BY LEVIES</b>	<b><u>828,545.00</u></b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>450</b>	<b>Building Department</b>			
5100	Salaries - Full Time	95,000.00	95,000.00	0.00
5200	Salaries - Part Time	82,500.00	82,500.00	0.00
5400	Employer FICA	11,000.00	0.00	11,000.00
5450	Employer Medicare	2,200.00	0.00	2,200.00
5500	Employer IMRF	25,250.00	0.00	25,250.00
5610	Unemployment	3,500.00	3,500.00	0.00
5615	Uniforms	720.00	720.00	0.00
5650	Training	3,477.00	3,477.00	0.00
5705	Office Supplies	800.00	800.00	0.00
5725	Postage & Shipping	750.00	750.00	0.00
5730	Printing & Copy Expense	2,000.00	2,000.00	0.00
5735	Maintenance Supplies and Repairs	150.00	150.00	0.00
5780	Board Up Expense	1,000.00	1,000.00	0.00
5785	Operating Supplies	150.00	150.00	0.00
5810	Equipment Maintenance Contract	1,850.00	1,850.00	0.00
5815	Service Contracts	8,600.00	8,600.00	0.00
5850	Vehicle/Truck Maintenance & Repair	2,500.00	2,500.00	0.00
5855	Vehicle/Truck Parts	750.00	750.00	0.00
5870	Tire Repairs	100.00	100.00	0.00
5880	Radio & Radio Equipment	0.00	0.00	0.00
5885	Gas & Oil	4,700.00	4,700.00	0.00
5900	Building & Street Signs	200.00	200.00	0.00
6180	Professional Consulting	48,000.00	48,000.00	0.00
6195	Engineering	5,000.00	5,000.00	0.00
6265	Maintenance Repair - Outside Contractors	0.00	0.00	0.00
6275	Lot/Property Maintenance	5,000.00	5,000.00	0.00
6290	Computer Hardware	2,500.00	2,500.00	0.00
6295	Computer Software	250.00	250.00	0.00
6315	Elevator Inspection Expense	5,000.00	5,000.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6405	Travel/Transportation	100.00	100.00	0.00
6425	Subscriptions/Publications	118.00	118.00	0.00
6430	Dues & Memberships	1,080.00	1,080.00	0.00
6435	Employee/Office Services	0.00	0.00	0.00
6460	Legal Notices	350.00	350.00	0.00
6475	License & Fees	0.00	0.00	0.00
6495	Meetings & Seminars	1,000.00	1,000.00	0.00
6510	Pass Through Grant Expenditures	75,000.00		
	<b>Total Building Department</b>	<b>390,595.00</b>	<b>352,145.00</b>	<b>38,450.00</b>
	<b>Levy Source:</b>			
	<b>General Corporate Tax</b>			<b>0.00</b>
	<b>IMRF Tax (Special Levy)</b>			<b>25,250.00</b>
	<b>Social Security Tax (Special Levy)</b>			<b>13,200.00</b>
	<b>Total to be Raised by Levies</b>			<b>38,450.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>475</b>	<b>Senior Citizens</b>			
5100	SALARIES - FULL TIME	0.00	0.00	0.00
5200	SALARIES - PART TIME	0.00	0.00	0.00
5400	EMPLOYER FICA	0.00	0.00	0.00
5450	EMPLOYER MEDICARE	0.00	0.00	0.00
5500	EMPLOYER IMRF	0.00	0.00	0.00
6015	OFFICE SUPPLIES	0.00	0.00	0.00
6020	POSTAGE & SHIPPING	0.00	0.00	0.00
6025	PRINTING & COPY EXPENSE	0.00	0.00	0.00
6040	OPERATING SUPPLIES	0.00	0.00	0.00
6100	EQUIPMENT MAINT & REPAIR	0.00	0.00	0.00
6130	SMALL EQUIPMENT	0.00	0.00	0.00
6660	COMPUTERS & SOFTWARE	0.00	0.00	0.00
6695	OTHER CONTRACTUAL SERVICES	0.00	0.00	0.00
7010	TRAVEL/TRANSPORTATION	0.00	0.00	0.00
7040	DUES & MEMBERSHIPS	0.00	0.00	0.00
7041	EMPLOYEES/OFFICE SERVICES	0.00	0.00	0.00
7081	COMMUNITY PROMOTIONS	0.00	0.00	0.00
8060	OFFICE EQUIPMENT	0.00	0.00	0.00
	<b>TOTAL SENIOR CITIZENS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**LEVY SOURCE:**

IMRF TAX (SPECIAL LEVY)	0.00
GENERAL CORPORATE TAX	0.00
SOCIAL SECURITY TAX (SPECIAL LEVY)	0.00
<b>TOTAL TO BE RAISED BY LEVIES</b>	<b>0.00</b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>480</b>	<b>Insurance Loss</b>			
5100	Salaries - Full Time	0.00	0.00	0.00
5400	Employer FICA	0.00	0.00	0.00
5450	Employer Medicare	0.00	0.00	0.00
5500	Employer IMRF	0.00	0.00	0.00
5600	Medical Insurance Premiums	1,600,000.00	1,600,000.00	0.00
5605	Life Insurance Premiums	9,600.00	9,600.00	0.00
6180	Professional Consulting	0.00	0.00	0.00
6210	Legal Fees	0.00	0.00	0.00
6405	Travel/Transportation	0.00	0.00	0.00
6410	Insurance - Buildings/Vehicles	25,000.00	0.00	25,000.00
6475	License & Fees	0.00	0.00	0.00
6495	Meetings & Seminars	0.00	0.00	0.00
6540	Subpoenas/Fees	100.00	100.00	0.00
6635	Personal Injury Claims	100,000.00	100,000.00	0.00
6640	Civil Rights Claims	350,000.00	350,000.00	0.00
6645	Auto/Property Damage	10,000.00	10,000.00	0.00
6650	Worman's Comp. Claims	300,000.00	105,994.00	194,006.00
6655	Medical Liability Claims Expense	75,000.00	52,554.00	22,446.00
6670	Insurance Fees	40,000.00	0.00	40,000.00
	<b>Total Insurance Loss</b>	<b>2,509,700.00</b>	<b>2,228,248.00</b>	<b>281,452.00</b>

**Levy Source:**

<b>Liability Insurance Tax (Special Levy)</b>	<b>87,446.00</b>
<b>Workmen's Compensation Tax (Special Levy)</b>	<b><u>194,006.00</u></b>
<b>Total to be Raised by Levies</b>	<b><u><u>281,452.00</u></u></b>

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>490</b>	<b>Planning Department</b>			
5100	Salaries - Full Time	73,500.00	73,500.00	0.00
5400	Employer FICA	4,600.00	0.00	4,600.00
5450	Employer Medicare	1,100.00	0.00	1,100.00
5500	Employer IMRF	10,450.00	0.00	10,450.00
5650	Training	3,000.00	3,000.00	0.00
5705	Office Supplies	500.00	500.00	0.00
5725	Postage & Shipping	5,300.00	5,300.00	0.00
5730	Printing & Copy Expense	1,800.00	1,800.00	0.00
5800	Equipment Maintenance & Repair	0.00	0.00	0.00
5895	Small Equipment	0.00	0.00	0.00
5910	Film & Photo Processing	0.00	0.00	0.00
6180	Professional Consultig	48,300.00	48,300.00	0.00
6290	Computer Hardware	1,000.00	1,000.00	0.00
6295	Computer Software	300.00	300.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6405	Travel/Transportation	1,600.00	1,600.00	0.00
6425	Subscriptions/Publications	1,050.00	1,050.00	0.00
6430	Dues & Memberships	1,200.00	1,200.00	0.00
6455	Advertising & Marketing	0.00	0.00	0.00
6495	Meetings & Seminars	0.00	0.00	0.00
6505	Community Promotions	0.00	0.00	0.00
6510	Pass Throuh Grant Expenditure	601,100.00	601,100.00	0.00
	<b>Total Planning</b>	<b>754,800.00</b>	<b>738,650.00</b>	<b>16,150.00</b>

**Social Security Tax (Special Levy)**  
**IMRF Tax (Special Levy)**

**5,700.00**  
**10,450.00**

**Total to be Raised by Levies**

**16,150.00**

**City of Blue Island**

**01 General Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>495</b>	<b>Marketing Department</b>			
5100	Salaries - Full Time	40,000.00	40,000.00	0.00
5200	Salaries - Part Time	19,000.00	19,000.00	0.00
5400	Employer FICA	3,700.00	0.00	3,700.00
5450	Employer Medicare	900.00	0.00	900.00
5500	Employer IMRF	8,400.00	0.00	8,400.00
5650	Training	0.00	0.00	0.00
5705	Office Supplies	300.00	300.00	0.00
5725	Postage & Shipping	500.00	500.00	0.00
5730	Printing & Copy Expense	15,200.00	15,200.00	0.00
5920	Government Access Capital Improvements	26,000.00	26,000.00	0.00
6290	Computer Hardware	750.00	750.00	0.00
6295	Computer Software	800.00	800.00	0.00
6350	Other Contractual Services	0.00	0.00	0.00
6405	Travel/Transporation	600.00	600.00	0.00
6410	Insurance	10,000.00	10,000.00	0.00
6415	Rentals & Leasing Fees	1,500.00	1,500.00	0.00
6425	Subscriptions/Publications	0.00	0.00	0.00
6430	Dues & Memberships	0.00	0.00	0.00
6455	Advertising & Marketing	3,000.00	3,000.00	0.00
6475	Licenses & Fees	0.00	0.00	0.00
6495	Meetings & Seminars	750.00	750.00	0.00
6505	Community Promotions	45,000.00	45,000.00	0.00
6510	Pass Through Grant Expenditures	1,230,000.00	1,230,000.00	0.00
6800	Grant Match	40,368.00	40,368.00	0.00
6930	Office Equipment	0.00	0.00	0.00
	<b>Total Marketing</b>	<b>1,446,768.00</b>	<b>1,433,768.00</b>	<b>13,000.00</b>
	<b>Levy Sources:</b>			
	<b>General Corporate Tax</b>			<b>0.00</b>
	<b>IMRF Tax (Special Levy)</b>			<b>8,400.00</b>
	<b>Social Security Tax (Special Levy)</b>			<b>4,600.00</b>
	<b>Total to be Raised by Levies</b>			<b><u>13,000.00</u></b>

City of Blue Island

02 Water Fund Expenditures

Account Number	Account Descriptions	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
<b>520</b>	<b>Water Department</b>			
5100	Salaries - Full Time	333,500.00	333,500.00	0.00
5200	Salaries - Part Time	22,000.00	22,000.00	0.00
5300	Salaries - Overtime	30,000.00	30,000.00	0.00
5400	Employer FICA	23,900.00	0.00	23,900.00
5450	Employer Medicare	5,600.00	0.00	5,600.00
5500	Employer IMRF	54,500.00	0.00	54,500.00
5600	Medical Insurance Premiums	120,000.00	120,000.00	0.00
5605	Life Insurance	900.00	900.00	0.00
5610	Unemployment	5,000.00	5,000.00	0.00
5615	Uniforms	4,000.00	4,000.00	0.00
5650	Training	1,000.00	1,000.00	0.00
5660	Training Materials	1,000.00	1,000.00	0.00
5705	Office Supplies	1,500.00	1,500.00	0.00
5725	Postage & Shipping	35,000.00	35,000.00	0.00
5730	Printing & Copy Expense	250.00	250.00	0.00
5735	Maintenance Supplies	15,000.00	15,000.00	0.00
5785	Operating Supplies	10,000.00	10,000.00	0.00
5790	Concrete/Asphalt/Stone	20,000.00	20,000.00	0.00
5800	Equipment Maintenance	10,000.00	10,000.00	0.00
5810	Equipment Maintenance Contracts	1,850.00	1,850.00	0.00
5815	Service Contracts	26,000.00	26,000.00	0.00
5820	Building Maintenance & Repair	5,000.00	5,000.00	0.00
5850	Vehicle/Truck Maintenance & Repair	5,000.00	5,000.00	0.00
5855	Vehicle/Truck Parts	2,500.00	2,500.00	0.00
5870	Tire Repairs	500.00	500.00	0.00
5880	Radios & Radio Equipment	100.00	100.00	0.00
5885	Gas & Oil	20,000.00	20,000.00	0.00
5895	Small Equipment	2,000.00	2,000.00	0.00
5960	Fire Hydrants	10,000.00	10,000.00	0.00
5970	Water from Chicago	1,800,000.00	1,800,000.00	0.00
5975	Water Meters	25,000.00	25,000.00	0.00
6105	Telephones	2,000.00	2,000.00	0.00
6115	Natural Gas	1,000.00	1,000.00	0.00
6120	Electricity	25,000.00	25,000.00	0.00
6125	Internet Services	2,400.00	2,400.00	0.00
6170	Audit Fees	6,000.00	6,000.00	0.00
6180	Professional Consulting	0.00	0.00	0.00
6195	Engineering	50,000.00	50,000.00	0.00
6265	Maintenance Repair - Outside Contractors	400,000.00	400,000.00	0.00
6290	Computer Hardware	1,500.00	1,500.00	0.00
6295	Computer Software	250.00	250.00	0.00

City of Blue Island

02 Water Fund Expenditures

Account Number	Account Descriptions	FYE 14-2 Appropriation	Amount Payable From Other Sources	Amount To Be Included In Levy
<b>520</b>	<b>Water Department</b>			
6320	Water Billing Expense	20,000.00	20,000.00	0.00
6350	Other Contractual Services	5,000.00	5,000.00	0.00
6415	Rentals & Leasing Fees	4,000.00	4,000.00	0.00
6425	Subscriptions/Publications	500.00	500.00	0.00
6430	Dues & Memberships	400.00	400.00	0.00
6435	Employee/Office Services	250.00	250.00	0.00
6460	Legal Notices	500.00	500.00	0.00
6475	License & Fees	5,500.00	5,500.00	0.00
6495	Meetings & Seminars	1,000.00	1,000.00	0.00
6535	Service Charge/Bank Fees	12,000.00	12,000.00	0.00
6605	Bond Interest	160,250.00	160,250.00	0.00
6610	Bond Principal	261,000.00	261,000.00	0.00
6625	Agent/Trust Fees	500.00	500.00	0.00
6920	Machinery & Equipment	120,000.00	120,000.00	0.00
6930	Office Equipment	0.00	0.00	0.00
	<b>Total Water Department</b>	<b>3,670,150.00</b>	<b>3,586,150.00</b>	<b>84,000.00</b>

Levy Source:

IMRF Tax (Special Levy)	54,500.00
Social Security Tax (Special Levy)	29,500.00
Bond Principal & Interest (Special Levy)	<u>0.00</u>
<b>Total to be Raised by Levies</b>	<b><u><u>84,000.00</u></u></b>

**City of Blue Island**

**05 Golf Course Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>550</b>	<b>Golf Course</b>			
5100	Salaries - Full Time	83,000.00	83,000.00	0.00
5200	Salaries - Part Time	145,000.00	145,000.00	0.00
5400	Employer FICA	14,200.00	0.00	14,200.00
5450	Employer Medicare	3,300.00	0.00	3,300.00
5500	Employer IMRF	12,500.00	0.00	12,500.00
5600	Medical Premiums	25,000.00	25,000.00	0.00
5605	Life Insurance	150.00	150.00	0.00
5610	Unemployment	2,000.00	2,000.00	0.00
5615	Uniforms	2,500.00	2,500.00	0.00
5650	Training	400.00	400.00	0.00
5705	Office Supplies	400.00	400.00	0.00
5725	Postage & Shipping	130.00	130.00	0.00
5730	Printing & Copy Expense	390.00	390.00	0.00
5735	Maintenance Supplies	3,500.00	3,500.00	0.00
5785	Operating Supplies	1,200.00	1,200.00	0.00
5790	Concrete/Asphalt/Stone	0.00	0.00	0.00
5800	Equipment Maintenance	750.00	750.00	0.00
5810	Equipment Maintenance Contracts	1,550.00	1,550.00	0.00
5815	Service Contracts	5,000.00	5,000.00	0.00
5820	Building Maintenance & Repair	10,000.00	10,000.00	0.00
5850	Vehicle/Truck Maintenance & Repair	0.00	0.00	0.00
5855	Vehicle/Truck Parts	2,000.00	2,000.00	0.00
5875	Equipment Rentals	0.00	0.00	0.00
5885	Gas & Oil	33,000.00	33,000.00	0.00
5895	Small Equipment	2,000.00	2,000.00	0.00
5925	Meadows Community Events	2,500.00	2,500.00	0.00
5980	Pro Shop Merchandise	12,000.00	12,000.00	0.00
6010	Food for Resale	46,000.00	46,000.00	0.00
6015	Alcohol for Resale	65,000.00	65,000.00	0.00
6020	Bar Miscellaneous	500.00	500.00	0.00
6025	ATM	0.00	0.00	0.00
6105	Telephone	4,000.00	4,000.00	0.00
6115	Natural Gas	550.00	550.00	0.00
6120	Electricity	10,000.00	10,000.00	0.00
6125	Internet Services	850.00	850.00	0.00
6130	TV Services	350.00	350.00	0.00
6170	Audit Fees	4,000.00	4,000.00	0.00
6265	Maintenance Repair - Outside Contractors	12,000.00	12,000.00	0.00
6270	Parking Lot Maintenance	5,000.00	5,000.00	0.00
6290	Computer Hardware	1,000.00	1,000.00	0.00
6295	Computer Software	250.00	250.00	0.00
6335	ServiceScape	260,000.00	260,000.00	0.00

**City of Blue Island**

**05 Golf Course Fund Expenditures**

<b>Account Number</b>	<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>550</b>	<b>Golf Course</b>			
6410	Insurance	2,000.00	2,000.00	0.00
6415	Rentals & Leasing Fees	55,000.00	55,000.00	0.00
6425	Subscriptions/Publications	0.00	0.00	0.00
6430	Dues & Memberships	150.00	150.00	0.00
6435	Employee/Office Services	300.00	300.00	0.00
6455	Advertising & Marketing	1,000.00	1,000.00	0.00
6475	Licenses & Fees	600.00	600.00	0.00
6495	Meetings & Seminars	0.00	0.00	0.00
6500	Special Projects	3,000.00	3,000.00	0.00
6535	Service Charges/Bank Fees	7,000.00	7,000.00	0.00
6625	Agent/Trust Fees	600.00	600.00	0.00
	<b>Total Golf Course Fund</b>	<b>841,620.00</b>	<b>811,620.00</b>	<b>30,000.00</b>

**Levy Source:**

<b>IMRF Tax (Special Levy)</b>	<b>12,500.00</b>
<b>Social Security Tax (Special Levy)</b>	<b>17,500.00</b>
<b>Total to be Raised by Levies</b>	<b><u>30,000.00</u></b>

**City of Blue Island**

**09 Library Fund Expenditures**

<b>Account Description</b>	<b>FYE 14-2 Appropriation</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>Public Library</b>			
Salaries	800,000.00	0.00	800,000.00
Employer FICA	65,000.00	0.00	65,000.00
Employer Medicare	5,000.00	0.00	5,000.00
Employer IMRF	85,000.00	0.00	85,000.00
Medical Insurance	65,000.00	5,000.00	60,000.00
Office Supplies	20,000.00	13,500.00	6,500.00
Postage	5,000.00	4,000.00	1,000.00
Printing	5,000.00	4,800.00	200.00
Maintenance Supplies	12,000.00	9,000.00	3,000.00
Operating/Library Supplies	20,000.00	8,000.00	12,000.00
Professional Consulting	5,000.00	2,000.00	3,000.00
Legal/Professional Fees	10,000.00	5,000.00	5,000.00
Property/Liability Insurance	30,000.00	10,000.00	20,000.00
Rentals and Leases	25,000.00	11,000.00	14,000.00
Advertising	7,500.00	7,300.00	200.00
Training, Conferences and Dues	20,000.00	17,000.00	3,000.00
Library Equipment	27,500.00	6,811.00	20,689.00
Building Maintenance and Equipment	28,500.00	9,812.00	18,688.00
Book Purchasing and Processing	150,000.00	140,000.00	10,000.00
Periodicals/Subscriptions	10,000.00	7,000.00	3,000.00
Audio-Visual Materials	30,000.00	24,000.00	6,000.00
Online Resources	24,000.00	16,000.00	8,000.00
Programming	30,000.00	26,000.00	4,000.00
Computer Services/Equipment	60,000.00	45,000.00	15,000.00
Utilities	28,000.00	23,303.00	4,697.00
Telecommunications	12,000.00	6,000.00	6,000.00
Finance/Bank Charges	2,000.00	1,500.00	500.00
Shipping, Handling and Delivery	5,000.00	3,800.00	1,200.00
Remodeling & Repair	76,600.00	36,600.00	40,000.00
<b>Total Public Library</b>	<b>1,663,100.00</b>	<b>442,426.00</b>	<b>1,220,674.00</b>
<b>Levy Source:</b>			
<b>Public Library Tax (Special Levy)</b>			<b>1,181,297.00</b>
<b>Library Building Maint. Tax (Special Levy)</b>			<b>39,377.00</b>
<b>Total to be Raised by Levy</b>			<b>1,220,674.00</b>

**City of Blue Island**

**Pension Fund Expenditures**

<b>Account Description</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included In Levy</b>
<b>Miscellaneous</b>		
<hr/>		
<b>Police Pension Fund</b>		
Police Pension Fund for payment of the amount necessary to meet the annual requirement of the Police Pension Fund as actuarially determined.	0.00	1,499,540.00
<b>Fire Pension Fund</b>		
Fire Pension Fund for payment of the amount necessary to meet the annual requirement of the Fire Pension Fund as actuarially determined.	0.00	812,937.00
<b>Total Miscellaneous</b>	<b>0.00</b>	<b>2,312,477.00</b>

**Levy Source:**

<b>Police Pension Fund Tax (Special Levy)</b>	<b>1,499,540.00</b>
<b>Fire Pension Fund Tax (Special Levy)</b>	<b>812,937.00</b>
<b>Total to be Raised by Levies</b>	<b><u>2,312,477.00</u></b>

**City of Blue Island**

**Debt Service Expenditures**

<b>Account Description</b>	<b>Amount Payable From Other Sources</b>	<b>Amount To Be Included in Levy</b>
<b>General Long-Term Debt Account Group</b>		
IEPA Low Interest Water Tank Loan	52,009.00	0.00
General Obligation Bonds, Series 2006	399,538.00	0.00
<b>Total General Long-Term Debt Account Group</b>	<b>399,538.00</b>	<b>0.00</b>

**LEVY SOURCE:**

<b>BOND PRINCIPAL &amp; INTEREST TAX</b>	<u>0.00</u>
<b>TOTAL TO BE RAISED BY LEVIES</b>	<u><u>0.00</u></u>

**Recapitulation of Amounts to be Include in 2014 Tax Levy**

Total for General Corporate Tax	558,894.00
Total for Bond & Interest Tax	131,615.00
Total for IMRF Tax (Special Tax Levy)	369,600.00
Total for Social Security Tax (Special Tax Levy)	258,250.00
Total for Auditing Tax (Special Tax Levy)	22,630.00
Total for Unemployment Tax (Special Tax Levy)	0.00
Total for Police Protection Tax (Special Tax Levy)	1,033,308.00
Total for Crossing Guards Tax (Special Tax Levy)	0.00
Total for Fire Protection Tax (Special Tax Levy)	588,911.00
Total for Street & Bridge Tax (Special Tax Levy)	190,092.00
Total for Collection & Disposal of Garbage Tax (Special Tax Levy)	302,759.00
Total for Playground & Recreation Tax (Special Tax Levy)	0.00
Total for Liability Insurance Tax (Special Tax Levy)	87,446.00
Total for Workmen's Compensation Tax (Special Tax Levy)	194,006.00
Total for Police Pension Fund Tax (Special Tax Levy)	1,499,540.00
Total for Fire Pension Fund Tax (Special Tax Levy)	812,937.00
Total for Public Library Tax (Special Tax Levy)	1,181,297.00
Total for Library Building Maintenance Tax (Special Tax Levy)	<u>39,377.00</u>
 <b>Grant Total Amounts to be Included in the Levy</b>	 <b><u>\$7,270,662.00</u></b>

ADOPTED this 25th 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					
<b>TOTAL</b>					

**APPROVED:** this 25th 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  
25th day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
25th day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

**City of Blue Island**  
**November 18, 2014**  
**Cal Sag Enterprise Zone Ordinance**

**1. Introduction**

The Cal Sag Enterprise Zone is requesting approval of an ordinance for the establishment of an enterprise zone subject to the Enterprise Zone Act of the state of Illinois.

**2. Discussion**

Discussed the benefits that, generally, apply to all qualified applicants. Those benefits are:

Waiver of 50% of building or zoning application fees

Sales Tax Exemption-A sales tax exemption (minimum 6.25%) is permitted on building materials to be used in the Enterprise Zone.

Abatement of municipal portion of property taxes-This abatement applies to new improvements for the first five years following the completion of improvements for industrial or commercial properties. Also applies to residential properties of twelve (12) or more housing units, so long as the property remains under one ownership. This abatement does not apply when a Class 8 or Class 6b tax incentive has been granted.

**3. Conclusion**

Blue Island is currently enrolled in the Enterprise Zone. The current zone was scheduled to expire and was recently approved for an extension to 2016 in order to allow time for the submission and approval of this updated agreement. The new agreement will have a fifteen (15) year term. This information was presented to the Community Development committee as a matter of information.

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

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**ORDINANCE  
NUMBER 2014-054**

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**AN ORDINANCE FOR THE ESTABLISHMENT OF AN  
ENTERPRISE ZONE SUBJECT TO THE ENTERPRISE ZONE ACT  
OF THE STATE OF ILLINOIS**

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**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**

## **ORDINANCE NUMBER 2014-054**

### **AN ORDINANCE FOR THE ESTABLISHMENT OF AN ENTERPRISE ZONE SUBJECT TO THE ENTERPRISE ZONE ACT OF THE STATE OF ILLINOIS.**

**WHEREAS**, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

**WHEREAS**, The Village of Alsip, The City of Blue Island, The Village of Calumet Park, The City of Country Club Hills, The Village of Dixmoor, The Village of East Hazel Crest, The Village of Homewood, The City of Harvey, The Village of Hazel Crest, The City of Markham, The Village of Merrionette Park, The City of Oak Forest, The Village of Phoenix, The Village of Robbins, The Village of Worth, The Village of Midlothian, and the County of Cook are organized and existing under the laws of that State of Illinois. Each have areas within their respective legal boundaries that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

**WHEREAS**, the aforesaid Municipalities and County have joined in the collective pursuit of a joint Enterprise Zone, subject to approval of their respective governing bodies; and

**WHEREAS**, it is determined that it is in the best interest of the citizens of the County and Municipalities to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

**WHEREAS**, prior to filing of an application for approval of the designation of an Enterprise Zone under the Illinois Enterprise Zone Act, it is required that the County Municipalities adopt an Ordinance designating the proposed Enterprise Zone; and

**NOW, THEREFORE, BE IT ORDAINED BY THE City Council of the City of Blue Island, as follows:**

#### **SECTION 1: INCORPORATION BY REFERENCE**

The above Recitals are incorporated herein by reference and become part of this Section as if fully stated herein.

#### **SECTION 2: ENTERPRIZE ZONE DESIGNATION**

An Enterprise Zone is hereby declared and established as an Enterprise Zone pursuant to authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This Enterprise Zone is hereby named and designated as the Cal Sag Enterprise Zone.

### **SECTION 3: TERM**

The term of the Enterprise Zone is 15 years, subject to the effective date of certification of the Enterprise Zone and the potential 10-year renewal prescribed under the Illinois Enterprise Zone Act.

### **SECTION 4: DESCRIPTION OF ZONE**

The area of the designated Enterprise Zone is described in the legal description in Exhibit A and as outlined in the map in Exhibit B, which exhibits are attached to this Ordinance and incorporated herein by reference.

### **SECTION 5: QUALIFICATIONS**

The County and the Municipalities hereby declare and affirm that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Act, and it is found:

- a. The Zone Area is a contiguous area;
- b. The Zone Area comprises an area larger than one-half square miles and not more than Fifteen square miles in total area;
- c. The Zone Area is a depressed area;
- d. The Zone Area addresses a reasonable need to encompass portions of more than one (1) municipality and adjacent unincorporated areas of the County;
- e. The Zone Area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20ILCS 655/4 (f));
- f. On the 30th day of October, 2014, a public hearing was conducted pursuant to a Notice duly published in a newspaper of general circulation, within the Zone Area, not more than 20 days nor less than 5 days before the hearing date;
- g. The Zone Area satisfies any additional criteria stated in the Illinois Enterprise Zone Act or established by the Rules of the Illinois Department of Commerce and Economic Opportunity;

All of the above stated findings are supported, sustained and consistent with the substantive materials contained in Exhibit C, attached here to, and incorporated herein by reference.

### **SECTION 6: INCENTIVES**

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate or expand within an Enterprise Zone, subject to terms, conditions, rules and legal limitations in the law:

## STATE INCENTIVES

- **Sales Tax Exemption** - A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. Materials must be permanently affixed to the property and must be purchased from a qualified retailer in the state of Illinois.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** - A 6.25 percent state sales tax exemption on purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- **Enterprise Zone Utility Tax Exemption** - A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** - A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.
- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

## LOCAL INCENTIVES AND FEES

Local governments, through the assistance and coordination of the Enterprise Zone Administrators, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties and municipalities. The following local Enterprise Zone incentives are hereby offered:

- a) Abatement of 50% of the municipal portion of property taxes on new improvements for the first five years following the completion of these improvements for industrial or commercial properties, or for residential properties of twelve or more housing units, so long as the residential property remains under one ownership. This benefit will not be applicable if the project investor is also the recipient of tax relief under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.
- b) Waiver of 50% of building permit or zoning application fees for industrial or commercial properties, or for residential properties of twelve or more housing units
- c) The Enterprise Zone will provide officials of municipalities that are signatories to the Intergovernmental Agreement, which is Attachment D to this Ordinance, with certain written documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs, which municipal officials may make available to

the project developer, and other interested individuals. There is no representation that the available documents and materials include all incentives and program available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% (one half of one percent) of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c)).

#### **SECTION 7: INTERGOVERNMENTAL AGREEMENT**

The Enterprise Zone shall be governed, managed and operated in accordance with the Intergovernmental Agreement between the County (s) and Municipalities as set forth in Exhibit D, which is attached hereto and incorporated into this Ordinance, by reference. The attached Intergovernmental Agreement was presented to the legislative body of the City of Blue Island and its attorney for review and a resolution authorizing the execution of said agreement was passed by the Council on November 25, 2014. Further, the Mayor of the City of Blue Island or designee is directed to sign all documents reasonably necessary in the furtherance of the Joint Application for said Enterprise Zone, to be filed with the Illinois Department of Commerce and Economic Opportunity.

#### **SECTION 8: SEVERABILITY**

This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

#### **SECTION 9: PUBLICATION AND EFFECTIVE DATE**

The City Clerk is hereby authorized to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect from after its passage, approval and publication as required by law.

ADOPTED this 25th 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					
<b>TOTAL</b>					

**APPROVED:** this 25th 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  
25th day of November, 2014.

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**CITY CLERK**

**PUBLISHED** in pamphlet form this  
25th day of November, 2014.

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**CITY CLERK**

**City of Blue Island**  
**November 18, 2014**  
**Intergovernmental Agreement**

**Introduction**

- 1. The Cal Sag Enterprise Zone is requesting the execution of an Intergovernmental Agreement between the Enterprise Zone and participating Villages and Cities.**
- 2. The Municipalities and County shall adopt an Ordinance that is convenient and necessary to designate the implementation of an Enterprise Zone pursuant to the Enterprise Zone Act.**
- 3. This Enterprise Zone is named and known as the Cal Sag Enterprise Zone.**

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

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**RESOLUTION  
NUMBER 2014-049**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BETWEEN CERTAIN  
MUNICIPALITIES RELATING TO THE  
CAL-SAG ENTERPRISE ZONE.**

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**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. 2014-049**

### **A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND CERTAIN MUNICIPALITIES RELATING TO THE CAL-SAG ENTERPRISE ZONE.**

**WHEREAS**, the Municipalities are authorized to enter into this Agreement pursuant to the intergovernmental cooperation powers provided by the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*; and

**WHEREAS**, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 *et seq*) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

**WHEREAS**, The Parties have areas, within their respective legal boundaries, that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

**WHEREAS**, it is determined that it is in the best interest of the citizens of the Municipalities and County to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

**WHEREAS**, the aforesaid Municipalities and County have joined in the collective pursuit of the creation of an Enterprise Zone, by approval of their respective governing bodies; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 *et seq.*, authorize counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

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

#### **SECTION 1: SCOPE OF AUTHORITY**

The authority under this Resolution shall extend to the execution of all necessary documents to effectuate participation in or the furtherance of the Cal-Sag Enterprise Zone approved by ordinance on November 25, 2014.

**SECTION 2: AUTHORIZATION OF AGENT TO EXECUTE AND ACT IN ACCORDANCE WITH AGREEMENTS**

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 25th 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					
<b>TOTAL</b>					

**APPROVED:** this 25th 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  
25th day of November, 2014.

**CITY CLERK**

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN**

**The Village of Alsip, The City of Blue Island, The Village of Calumet Park, The City of Country Club Hills, The Village of Dixmoor, The Village of East Hazel Crest, The Village of Homewood, The City of Harvey, The Village of Hazel Crest, The City of Markham, The Village of Merrionette Park, The City of Oak Forest, The Village of Phoenix, The Village of Robbins, The Village of Worth, The Village of Midlothian, and the County of Cook**

**WHEREAS**, the aforesaid Villages and Cities are Municipalities organized and existing under the laws of the State of Illinois ( the "Municipalities") and the County of Cook is a body politic organized and existing under the State of Illinois Constitution and legislative laws of the State; and

**WHEREAS**, the State of Illinois Enterprise Zone Act (20 ILCS 655/1 et seq) provides for the creation of enterprise zones to encourage private sector investments in economically distressed areas throughout the State; and

**WHEREAS**, The Parties have areas, within their respective legal boundaries, that are economically distressed and would benefit from private sector investments under the Enterprise Zone Act; and

**WHEREAS**, it is determined that it is in the best interest of the citizens of the Municipalities and County to establish an Enterprise Zone and encourage private sector investments within said Enterprise Zone; and

**WHEREAS**, the aforesaid Municipalities and County have joined in the collective pursuit of the creation of an Enterprise Zone, by approval of their respective governing bodies; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5ILCS, Section 220/1 et seq., authorize counties and municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**WHEREAS**, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, the Municipalities are empowered to contract for the purposes set forth therein; and

**WHEREAS**, the Municipalities and County have declared and established an Enterprise Zone pursuant the authority granted by the Illinois Enterprise Zone Act, as amended, subject to the approval by the Illinois Enterprise Zone Board and certification by the Illinois Department of Commerce and Economic Opportunity. This Enterprise Zone is named and designated as the "Cal Sag" Enterprise Zone; and

**WHEREAS**, the term of the Enterprise Zone is 15 years, subject to the effective date of January 1<sup>st</sup> of the first calendar year after certification by the Department of Commerce and Economic Opportunity and the potential 10-year renewal enumerated in the Illinois Enterprise Zone Act; and

**WHEREAS**, the designated Enterprise Zone Area is described in the legal description in EXHIBIT A and as outlined in the map in EXHIBIT B, which exhibits are attached to this Intergovernmental Agreement and incorporated herein by reference;

**WHEREAS**, the Zone area exceeds the minimum requirement of meeting 3 of the 10 criteria specified in the Illinois Enterprise Act (20 ILCS 655/4 (f); as demonstrated in the Enterprise Zone Qualifications Report, EXHIBIT C attached hereto; and

**WHEREAS**, the County and the Municipalities declared and affirmed that the Zone Area is qualified for designation as an Enterprise Zone in accordance with the provisions of the Enterprise Zone Act.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE RECITALS HEREIN ABOVE SET FORTH AND OTHER GOOD AND VALUABLE CONSIDERATIONS, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED BETWEEN THE COUNTY AND THE MUNICIPALITIES, AS FOLLOWS:

**SECTION 1: INCORPORATION BY REFERENCE**

The Preamble to this Agreement and all Exhibits referred to in this Agreement and its Preamble are hereby incorporated herein as if fully set forth in this Section 1.

**SECTION 2: DESIGNATION**

The Municipalities and County shall adopt such Ordinances as are convenient and necessary to designate and implement an Enterprise Zone pursuant to the Illinois Enterprise Zone Act. This Enterprise Zone is named and known as the Cal Sag Enterprise Zone.

### **SECTION 3: INCENTIVES**

The State of Illinois, Counties and Municipalities offer incentives designed to encourage businesses in the private sector to locate and expand within Enterprise Zones, subject to terms, conditions, rules and limitations as legally provided.

#### **STATE INCENTIVES**

- **Sales Tax Exemption** – A 6.25 percent state sales tax exemption is permitted on building materials to be used in an Enterprise Zone. The Materials must be permanently affixed to the property and must be purchased from a qualified retailer in the state of Illinois.
- **Enterprise Zone Machinery and Equipment Consumables/Pollution Control Facilities Sales Tax Exemption** – A 6.25 percent state sales tax exemption of purchases of tangible personal property to be used in the manufacturing or assembly process or in the operation of a pollution control facility within an Enterprise Zone is available. Eligibility is based on a business making an investment in an Enterprise Zone of at least \$5 million in qualified property that creates a minimum of 200 fulltime-equivalent jobs, a business investing at least \$40 million in a zone and retaining at least 2,000 jobs, or a business investing at least \$40 million in a zone which causes the retention of at least 80 percent of the jobs existing on the date it is certified to receive the exemption.
- **Enterprise Zone Utility Tax Exemption** – A state utility tax exemption on gas, electricity and the Illinois Commerce Commission's administrative charge and telecommunication excise tax is available to businesses located in Enterprise Zones. Eligible businesses must make an investment of at least \$5 million in qualified property that creates a minimum of 200 full-time equivalent jobs in Illinois, an investment of \$20 million that retains at least 1,000 full-time-equivalent jobs, or an investment of \$175 million that creates 150 full-time equivalent jobs in Illinois. The majority of the jobs created must be located in the Enterprise Zone where the investment occurs.
- **Enterprise Zone Investment Tax Credit** – A state investment tax credit of 0.5 percent is allowed a taxpayer who invests in qualified property in a Zone. Qualified property includes machinery, equipment and buildings. The credit may be carried forward for up to five years. This credit is in addition to the regular 0.5 percent Investment tax credit, which is available throughout the state, and up to 0.5 percent credit for increased employment over the previous year.

- **Contribution Deduction** - Businesses may deduct double the value of a cash or in-kind contribution to an approved project of a Designated Zone Organization from taxable income.

#### **LOCAL INCENTIVES AND FEES**

Local governments, through the assistance and coordination of the Enterprise Zone Administrator, may provide a variety of local incentives to further encourage economic growth and investment within enterprise zones. The incentives offered are determined by counties municipalities. The following Enterprise Zone incentives are hereby offered:

- a) Abatement of 50% of the municipal portion of property taxes on new improvements for the first five years following the completion of these improvements for industrial or commercial properties, or for residential properties of twelve or more housing units, so long as the residential property remains under one ownership. This benefit will not be applicable if the project investor is also the recipient of tax relief under the terms of a tax increment finance (TIF) agreement or other substantial property tax abatement provided by a unit of local government.
- b) Waiver of 50% of building permit or zoning application fees for industrial or commercial properties, or for residential properties of twelve or more housing units
- c) The Enterprise Zone will provide officials of municipalities that are signatories to the Intergovernmental Agreement, which is Attachment D to this Ordinance, with certain written documentation and materials relative to additional incentives, including public or not for profit financing and workforce development programs, which municipal officials may make available to the project developer, and other interested individuals. There is no representation that the available documents and materials include all incentives and program available to the project.

The Zone Administrator shall file a copy of the Enterprise Zone's fee schedule with the Department of Commerce and Economic Opportunity by April 1 of each year. The Zone Administrator may charge up to 0.5% of the cost of building materials of the project associated with the Enterprise Zone, provided that a maximum fee of no more than \$50,000 is permitted (20 ILCS 655/8.2 (c) as to each project.

#### **SECTION 4: ZONE MANAGEMENT**

Upon approval of the Enterprise Zone and certification by the Department of Commerce and Economic Opportunity each party to this Agreement shall appoint a representative to serve

and participate in a zone management organization that is hereby designated and to be known as the Joint Enterprise Zone Governing Council (the "Council"). The Council will by majority vote adopt rules and procedures for the management of the Enterprise Zone, including its financial matters. This Council is the governing body of the Enterprise Zone and will appoint the Zone Administrator. Decisions on appointment or removal of the Zone Administrator shall be made in the following manner:

- (a) Nominations shall be received from members of the Council for appointment of the Zone Administrator. Appointment of the Zone Administrator shall be by two-thirds vote of the Council.
- (b) The Zone Administrator may be removed by two-thirds vote of the Council.
- (c) The Zone Administrator must be an employee or officer of one of the Municipalities or of the County.

#### **SECTION 5: ZONE ADMINSTRATOR**

The Zone Administrator is responsible for the day-to-day operation of the Enterprise Zone including:

- (a) Supervise the implementation of the provisions of this Intergovernmental Agreement and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the County, Municipalities, the Illinois Department of Commerce Economic Opportunity, Designated Zone Organizations, and other State, Federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone Programs and submit evaluative reports at least annually to the Council.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone.
- (e) Recommend qualified Designated Zone Organizations to the Council.
- (f) Have other such duties as specified by the Council, including the appointment of authorized personnel as appropriate, to assure the smooth operation of the Enterprise Zone.

## **SECTION 6: DESIGNATED ZONE ORGANIZATIONS**

The Council, at its discretion, may select Designated Zone Organizations, pursuant to the qualifications enumerated in the Enterprise Zone Act 20 ILCS 655/3(d) and delegate the performance of permissible services or functions to said Designated Zone Organizations. Nothing herein shall be deemed to limit or restrict the right of the Council to delegate operational responsibilities to Designated Zone Organizations or other appropriate entities, permitted by law. Provided that no delegation including performance, services or functions, is effective until the proposed Designated Zone Organization is approved, pursuant to Application duly filed, by the Department of Commerce and Economic Opportunity.

## **SECTION 7: ADMENDMENTS TO THIS AGREEMENT**

This Agreement shall remain in full force and effect unless amended or modified by the mutual written agreement of the parties. Except as expressly set forth above, nothing contained within this paragraph shall be construed to bar or limit the rights of either the County or the Municipalities to enforce the terms of this Agreement.

## **SECTION 8: DURATION OF AGREEMENT**

This Agreement shall be in full force and effect during the legal existence of the Enterprise Zone unless duly terminated, amended, extended, renewed or revised by the mutual written agreement of the respective corporate authorities of the Municipalities and the County.

## **SECTION 9: REPRESENTATION BY THE PARTIES**

The Parties represent, warrant, and agree, to and with each other, that each has taken all necessary corporate and legal action to authorize the execution, delivery, and performance on their part of this Agreement, and the performance hereto by each will not be in contravention of any resolutions, ordinances, laws, contracts, or agreements to which it is a party or to which it is subject. The Parties shall deliver to each other certified copies of all resolutions or ordinances authorizing the execution and performance of this Agreement.

## **SECTION 10: FAILURE TO ENFORCE**

The failure of any party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver thereof in any instance, nor shall it be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**SECTION 11: CAUSES BEYOND CONTROL**

No party to this Agreement shall be liable to another for failure, default or delay in performing any of its obligations hereunder, provided such failure, default or delay in performing any of its obligations specified herein is caused by strikes; by forces of nature; unavoidable accident; fire; acts of public enemy; or order of court. Should any of the foregoing occur, the parties hereto agree to proceed with diligence to do what is reasonable and necessary so that each party may perform its obligations under this Agreement.

**SECTION 12: NOTICES**

Any notice required by this Agreement shall be in writing and shall be served by personal delivery on the municipal/county clerk or chief administrative officer of the receiving party. In lieu of personal service, required notices may be served by certified mail, return receipt requested, addressed to the municipal/county clerk or chief administrative officer of the receiving party. Notices shall be deemed served on the day of personal delivery or on the fourth day following mailing.

**SECTION 13: RESERVATION OF RIGHTS**

Nothing in this Agreement is intended to confer a benefit or right of enforcement upon any third party. Further, both parties specifically reserve all rights, privileges and immunities conferred upon them by law.

**SECTION 14: AGENCY**

Neither party neither is an agent of the other party nor shall neither incur any costs, expenses or obligations on behalf of the other.

**SECTION 15: COMPLETE AGREEMENT**

This Agreement sets forth the complete understanding between the parties relating to the terms and conditions hereof and any amendment hereto to be effective must be in writing and duly authorized and signed by the duly authorized representative of the parties.

**SECTION 16: SEVERABILITY**

If any provision of this Agreement shall be declared invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provisions and to this end the provisions of this Agreement are to be severable.

**SECTION 17: CONSTRUCTION**

This Agreement shall be construed in accordance with the laws of the State of Illinois.

**SECTION 18: EFFECTIVE DATE**

This Agreement shall be in full force and effect as of the date set forth below.

**IN WITNESS THEREOF**, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers hereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

Dated this \_\_\_\_\_ day of November, 2014

**City of Blue Island  
Cook County, Illinois, an Illinois  
Municipal Corporation**

By: \_\_\_\_\_  
Mayor

**ATTESTS:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date

**[SIGNATURE PAGES OF MUNICIPALITIES TO FOLLOW]**

**City of Blue Island**  
**November 25, 2014**  
**Pumping Solutions**  
**Class 6b Real Estate Tax Incentive**

1. SBS Building, LLC is requesting an amendment to a Class 6b real estate tax incentive, under special circumstances, previously approved by City Council on November 11, 2014. The property is located at 13800 S. California Avenue.
2. The Class 6b was approved, under special circumstances due to the vacancy of the property for less than 24 months. SBS Building, LLC has requested more detailed language, specific to the vacancy.
3. Specific language to be added includes "That the City of Blue Island, Illinois hereby supports and consents to the Petitioner's Class 6b application, and approves the classification of the subject property as Class 6b property, finding that special circumstances exist making the incentive necessary for the Petitioner to purchase and reoccupy this vacant and abandoned property, creating employment and providing economic benefit to the community, and that without such designation the enterprise would not be economically viable."

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

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**RESOLUTION  
NUMBER 2014-050**

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**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 AND MAKING A FINDING OF SPECIAL  
CIRCUMSTANCES IN SUPPORT THEREOF**

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**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. 2014-050**

### **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 AND MAKING A FINDING OF SPECIAL CIRCUMSTANCES IN SUPPORT THEREOF**

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

**WHEREAS**, the real property has been vacant for less than 24 months but there has been limited interest from industrial users and is likely to remain vacant if Class 6(b) incentives are not made available; and

**WHEREAS**, Business operations at the site ended in July 2014 and the site is now vacant; 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 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: 13800S. California, Blue Island, and PIN#: 28-01-111-071.

The Council 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 City of Blue Island also makes the following findings:

1. The City of Blue Island finds that existing commercial and industrial buildings with high taxes are likely to be vacant for a long period unless the city offers tax incentives.
2. The City of Blue Island finds that Pumping Solutions, Inc. will be occupying and operating an industrial property, creating employment and increasing economic benefits to the community and region.
3. The City of Blue Island finds that this project will not be financially feasible without the Class 6(b) incentive.
4. The City of Blue Island supports and approves the resolution based on the special circumstances existing that justify the findings that the property is "abandoned."
5. The City of Blue Island supports and consents to this Class 6(b) application filing and that it finds Class 6(b) necessary for development to occur on the subject property and hereby approves a less-than-24-months abandonment period.

## **SECTION TWO**

The City of Blue Island, Illinois hereby supports and consents to the Petitioner's Class 6B Application, and approves the classification of the subject property as a Class 6B property, finding that Special Circumstances exist making the incentive necessary for the Petitioner to purchase and reoccupy this vacant and abandoned property, creating employment and providing economic benefit to the community, and that without such designation the enterprise would not be economically viable.

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 25th day of November, 2014, pursuant to a roll call as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
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					
<b>TOTAL</b>					

**APPROVED:** this 25th 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  
25th day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

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

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**ORDINANCE  
NUMBER 2014-055**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 12717 ELM STREET FOR HANDICAPPED  
PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY  
OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES  
FOR THE VIOLATION THEREOF.**

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

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BERRINI</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2014-055**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 12717 ELM STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

**WHEREAS**, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

**WHEREAS**, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

**WHEREAS**, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the east side of Elm Street in front of the residence whose common address is 12717 Elm Street (one space consisting of a total of twenty (20') feet)

## **SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

## **SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

## **SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 25<sup>th</sup> 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 VARGAS					
<b>TOTAL</b>					

**APPROVED** by the Mayor this 25<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**ATTESTED** and **Filed** in my office this  
25<sup>th</sup> of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
25<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

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

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**ORDINANCE  
NUMBER 2014-056**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 12248 IRVING AVENUE FOR  
HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE  
ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND  
PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

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

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BERRINI</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2014-056**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 12248 IRVING AVENUE FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

**WHEREAS**, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

**WHEREAS**, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

**WHEREAS**, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the west side of Irving Avenue Street in front of the residence whose common address is 12248 Irving Avenue (one space consisting of a total of twenty (20') feet)

## **SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

## **SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

## **SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 25<sup>th</sup> 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 VARGAS					
<b>TOTAL</b>					

APPROVED by the Mayor this 25<sup>th</sup> day of November, 2014.

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**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
25<sup>th</sup> of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

PUBLISHED in pamphlet form this  
25<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

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

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**ORDINANCE**  
**NUMBER 2014-057**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2236 122<sup>ND</sup> STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

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

<b>1st Ward</b>	<b>CHRISTINE BUCKNER</b>	<b>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BERRINI</b>
<b>3rd Ward</b>	<b>NANCY RITA</b>	<b>KEVIN DONAHUE</b>
<b>4th Ward</b>	<b>MARCIA STONE</b>	<b>CANDACE CARR</b>
<b>5th Ward</b>	<b>JANICE OSTLING</b>	<b>KENNETH PITTMAN</b>
<b>6th Ward</b>	<b>DEXTER JOHNSON</b>	<b>JAIRO FRAUSTO</b>
<b>7th Ward</b>	<b>NANCY THOMPSON</b>	<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2014-057**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2236 122<sup>ND</sup> STREET FOR HANDICAPPED PARKING ONLY WITHIN THE CITY OF BLUE ISLAND, COUNTY OF COOK, STATE OF ILLINOIS, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF.**

**WHEREAS**, it is the public policy of the State of Illinois, as enunciated in the State Constitution, that handicapped persons are entitled to enjoy the fruits of a full and meaningful life; and

**WHEREAS**, the Mayor and City Council of the City of Blue Island hereby declare that it is the public policy of the city to encourage and assist handicapped persons to participate fully in the social and economic life of our community; and

**WHEREAS**, to implement such policy the Mayor and City Council of the City of Blue Island recognize it is desirable to restrict certain portions of the public ways within the City of Blue Island for handicapped parking only;

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

That this portion of the street within the City of Blue Island, as hereinafter designated, is hereby restricted for handicapped parking only:

- a) On the north side of 122<sup>nd</sup> Street in front of the residence whose common address is 2236 122<sup>nd</sup> Street (one space consisting of a total of twenty (20') feet)

## **SECTION TWO**

Appropriate signs shall be erected by the Superintendent of Public Works on the portion of the street designated above informing the public that parking thereon is restricted or permitted as hereinabove provided for.

## **SECTION THREE**

The operator of any vehicle violating or failing to comply with the provisions of this ordinance shall upon conviction be fined not less than Two Hundred Fifty Dollars (\$250.00) nor more than Three Hundred Fifty Dollars (\$350.00) for each offense.

## **SECTION FOUR**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

## **SECTION FIVE**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 25<sup>th</sup> 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 VARGAS					
<b>TOTAL</b>					

APPROVED by the Mayor this 25<sup>th</sup> day of November, 2014.

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**DOMINGO F. VARGAS**  
**MAYOR OF THE CITY OF BLUE ISLAND,**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

ATTESTED and Filed in my office this  
25<sup>th</sup> of November, 2014.

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**CITY CLERK**

PUBLISHED in pamphlet form this  
25<sup>th</sup> day of November, 2014.

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**CITY CLERK**

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

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**ORDINANCE  
NUMBER 2014-058**

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**AN ORDINANCE RESCINDING HANDICAPPED PARKING  
RESTRICTIONS AT 2436 GRUNEWALD STREET IN THE CITY OF  
BLUE ISLAND, COUNTY OF COOK AND STATE OF ILLINOIS.**

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

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

<b>TOM HAWLEY</b>
<b>CHARISSA BERRINI</b>
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<b>CANDACE CARR</b>
<b>KENNETH PITTMAN</b>
<b>JAIRO FRAUSTO</b>
<b>JAMES JOHANSON</b>

**Aldermen**

**ORDINANCE NO. 2014-058**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT  
2436 GRUNEWALD STREET IN THE CITY OF BLUE ISLAND, COUNTY OF COOK  
AND STATE OF ILLINOIS**

BE IT ORDAINED by the City Council of the City of Blue Island, County of Cook and State of Illinois, as follows:

**SECTION ONE**

The parking restriction providing for handicapped parking only in front of the property commonly known as 2436 Grunewald Street, City of Blue Island, is hereby repealed and rescinded.

**SECTION TWO**

The Superintendent of Public Works shall remove all signs restricting parking on the portion of Grunewald Street identified in Section One.

**SECTION THREE**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION FOUR**

This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. A full, true and complete copy of this ordinance shall be published in pamphlet form, by authority of the City Council as Corporate Authorities.

ADOPTED this 25<sup>th</sup> day of November, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BERRINI					
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Alderman DONAHUE					
Alderman STONE					
Alderman CARR					
Alderman OSTLING					
Alderman PITTMAN					
Alderman JOHNSON					
Alderman FRAUSTO					
Alderman THOMPSON					
Alderman JOHANSON					
Mayor DOMINGO VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 25<sup>th</sup> 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  
25<sup>th</sup> day of November, 2014.

\_\_\_\_\_  
**CITY CLERK**

**PUBLISHED** in pamphlet form this  
25<sup>th</sup> day of November, 2014.

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**CITY CLERK**