

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

**AGENDA**  
**REGULAR MEETING**  
City Council of the City of Blue Island, Illinois  
April 22, 2014

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from April 8, 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: 1. Resolution Honoring Pastor Glenn Blackwelder

Bids:

City Clerk: 1. Motion to approve a request from the Blue Island Firefighters Club to use the west half of the York Street parking lot for a flower/plant sale on Saturday, May 10<sup>th</sup> from 6:00 a.m. until 2:00 p.m.

2. Motion to approve a request from Bethel Pentecostal Church to have a Community Kid Day on Saturday, June 7<sup>th</sup> from 11:00 a.m. until 3:00 p.m.

City Treasurer:

City Attorney: 1. An Ordinance Changing the Date of Closing of the Fiscal Year Commencing on May 1, 2014 and Establishing a New Date of Commencement for Each Year Thereafter for the City of Blue Island, Illinois.

**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 7074  
f (708) 597 1807

**Finance**

p (708) 396 7068  
f (708) 597 1807

**Fire**

p (708) 396 7071  
f (708) 388 5778

**Marketing**

p (708) 396 7035  
f (708) 597 1221

**Planning & Building**

p (708) 597 8606  
f (708) 396 2686

**Police**

p (708) 396 7004  
f (708) 597 8223

**Senior Citizens**

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

**Water & Sewer**

p (708) 597 8605  
f (708) 396 7062

**Public Works**

p (708) 597 8604  
f (708) 597 4260

**The Meadows  
Golf Club**

2802 W. 123rd Street  
Blue Island, IL 60406  
p (708) 385 1994  
f (708) 385 1996

2. An Ordinance Governing City Administration and Personnel and Appointment of City Officers.
3. An Ordinance Amending the Cal Sag Enterprise Zone inclusion of Alsip, Blue Island, Calumet Park, Dixmoor, Robbins and Portions of Unincorporated Cook County.
4. A Resolution Authorizing Execution of an Intergovernmental Agreement Between the City of Blue Island and Cook County Department of Homeland Security and Emergency Management for the Acquisition of Emergency Equipment.
5. A Resolution Authorizing Submittal of the Existing Development Plans List by the City of Blue Island.
6. A Resolution Authorizing Execution of Agreement Between John Kasperek Co. Inc. and City of Blue Island.
7. A Resolution Authorizing Execution of Agreements Between Third Millennium Associates, Incorporated and City of Blue Island for Software Licenses.
8. A Resolution Awarding Contract Bid for Completion of Certain Aspects of the Cal-Sag Project and Authorizing Execution of Agreement Between to the Lowest Responsible Bidder and City of Blue Island.

7. **Committee Reports**

- a. Community Development Committee
  1. Motion to approve or deny Spark Energy request for license.
- 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 – April 11, 2014 for \$344,271.09
  2. Approval of Accounts Payable – April 16, 2014 for \$178,450.22
  3. Committee Reports and Recommendations as presented.
  4. Motion to approve a request from the Blue Island Community Health Coalition to host an Open Streets Event on Sunday, June 8<sup>th</sup> from 1:00 to 4:00 p.m. with street closings of Greenwood Avenue from 119<sup>th</sup> Street to 127<sup>th</sup> Street from Noon until 5:00 p.m.
  5. Approval of Ordinances Restricting a Portion of a Certain Street for Handicapped Parking Only within the City of Blue Island, County of Cook, State of Illinois and providing Penalties for the Violation Thereof.
  6. Approval of Ordinances Rescinding Handicapped Parking Restrictions at 2518 Walnut and 2420 Orchard Street in the City of Blue Island, County of Cook and State of Illinois.

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

- a. Discussion of Pending Litigation

10. **Motion to Reconvene Regular Session**

11. **Motion for Adjournment**

**JOURNAL OF PROCEEDINGS OF THE MEETING  
APRIL 8, 2014**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on April 8, 2014.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present: 12      Ald. Stone, Carr, Ostling, Pittman,  
Frausto, Johanson, Buckner (7:25), Hawley,  
Vieyra, Bilotto, Rita (7:06), Donahue

Absent: 2      Ald. Johnson, Thompson

Present Also:      Randy Heuser, City Clerk  
ShawnTe Raines, City Attorney  
Carmine Bilotto, City Treasurer

**JOURNAL OF PROCEEDING**

Moved by Ald. Johanson, second by Ald. Bilotto the Journal of Proceedings of the Regular Meeting on March 25, 2014 is accepted as printed.

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

Nays: 0

Absent: 4      Johnson, Thompson, Buckner, Rita

Abstain: 0

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

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

No citizens.

**REPORT OF CITY OFFICIALS**

**MAYOR:**

**Presentation from Pace** – Community Relations Representative, Jessica Mitchell, thanked the City of Blue Island for its support and participation of public transportation. The City was presented with an Ad Shelter Revenue Check in the amount of \$24,389.06.

**Presentation of Outstanding Call Letter from South Cook County EMS to firefighters**

Five City of Blue Island Firefighters were recognized by EMS Medical Director Bernard Heilieser, for their outstanding efforts when responding to a cardiac arrest call during a major snow storm in January 2014. Special thanks to Lt. Zelinski, FF Kirby, FF Abbatacola, FF O'Hagan, and FF Walsh.

**Dan Colyer, Colyer Signs, was honored for being in business in Blue Island for 50 years**

**Presentation by Mr. Oscar Arras from National League of Cities Service Line Warranty Program**

**The Mayor proclaimed the week of April 13-19, 2014 to be National Telecommunicator Week.**

**The Mayor proclaimed April 9, 2014 as "Walking Day" in Blue Island**

**Motion by Ald. Stone, second by Ald. Carr to approve a request from St. Donatus Church to host processions for Good Friday on April 18, 2014 from 12:00 p.m. to 2:00 p.m. and 8:30 p.m. to 10:00 p.m. and block off streets (Winchester to Oak, Oak to Lincoln, Lincoln to High).**

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto, Johanson, Buckner, Hawley, Vieyra, Bilotto, Rita, Donahue

Regular Meeting – April 8, 2014

Nays: 0  
 Absent: 2 Johnson, Thompson  
 Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

**BIDS:**

**No Bids.**

**CITY CLERK:**

**Motion by Ald. Vieyra, second by Ald. Donahue to approve a request from St. Benedict Church to have their St. Benedict Fest on Saturday, September 13, 2014 that will begin at 5:00 p.m. until 11:00 p.m. Street closing will start at 10:00 a.m. for set-up.**

On the question: Ald. Donahue asked if the City would be providing the garbage cans for the event.

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto,  
 Johanson, Buckner, Hawley, Vieyra,  
 Bilotto, Rita, Donahue

Nays: 0

Absent: 2 Johnson, Thompson

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

**Motion by Ald. Johanson, second by Ald. Donahue to approve a request from District 130 Public Schools to have a 1 and 2 mile Walk/Run on Friday, May 2<sup>nd</sup> at 9:15 a.m. and ending approximately 12:30 p.m. An award ceremony will be held at Hart Park and end at approximately 1:30 p.m.**

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto,  
 Johanson, Buckner, Hawley, Vieyra,  
 Bilotto, Rita, Donahue

Nays: 0

Regular Meeting – April 8, 2014

Absent: 2 Johnson, Thompson

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

**Motion by Ald. Rita, second by Ald. Frausto to approve a request from Veterans Memorial Middle School to Participate in Cook County School District 130 Bike Day on Tuesday, May 13<sup>th</sup> from 9:30 a.m. until 12:00 p.m.**

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto,  
Johanson, Buckner, Hawley, Vieyra,  
Bilotto, Rita, Donahue

Nays: 0

Absent: 2 Johnson, Thompson

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

**CITY TREASURER:**

**Motion by Ald. Buckner, second by Ald. Hawley to accept the Financial Report for the period ending on March 31, 2014 to be placed on file.**

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto,  
Johanson, Buckner, Hawley, Vieyra,  
Bilotto, Rita, Donahue

Nays: 0

Absent: 2 Johnson, Thompson

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – April 8, 2014

**CITY ATTORNEY:**

**RESOLUTION NO. 2014-015**

**A RESOLUTION PROPOSING APPROVAL OF THE SECOND AMENDMENT TO THE REDEVELOPMENT PLAN AND PROJECT AREA FOR TIF NO. 5 AND THE CONFIRMATION OF TAX INCREMENT ALLOCATION FINANCING THEREOF, CONVENING A JOINT REVIEW BOARD AND CALLING A PUBLIC HEARING IN CONNECTION THEREWITH.**

**RESOLUTION NO. 2014-016**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH NATIONAL JOINT POWERS ALLIANCE.**

**RESOLUTION NO. 2014-017**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE CORVEL HEALTHCARE CORPORATION MANAGED CARE SERVICE AGREEMENT.**

**Motion by Ald. Ostling, second by Ald. Rita to include the three resolutions in the Consent Agenda.**

On the question. Ald. Stone asked regarding the Joint Powers Agreement if it would have to be approved by council to be renewed annually. She also asked if city council members are going to be told if this is or isn't working out for the city.

It would not have to be approved annually but the council would be notified if there were any issues.

Ayes: 12                      Stone, Carr, Ostling, Pittman, Frausto,  
   Johanson, Buckner, Hawley, Vieyra,  
   Bilotto, Rita, Donahue

Nays: 0

Absent: 2                      Johnson, Thompson

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

Regular Meeting – April 8, 2014

## **COMMITTEE REPORTS**

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

No Report. Next Meeting – Wednesday, April 9, 2014, 7:00 – East Annex

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

Next Meeting – Tuesday, April 15, 2014, 6:30 – East Annex

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

#### **Public Health & Safety Committee Report for the Meeting of April 2<sup>nd</sup>, 2014**

Present were Director John Rita, Fire Chief Mark Luety, Deputy Police Chief Michael Cornell, Deputy Fire Chief James Klinker, Jim McGeever, Don Marchbanks, Alderman Vieyra, Alderman Johanson (7:10), Alderman Marcia Stone as a guest, and myself. Absent were Alderman Johnson and Alderman Buckner. The meeting was called to order at 7:05.

#### **Citizens Concerns**

No citizens were present.

#### **Fire Department Report**

The Fire Department had 292 emergency calls in March, 188 were EMS calls  
168 Patients were treated  
154 Patients were transported  
33 Patients refused transport

Average call to patient response time 5.8 minutes  
They responded to 21 general fire alarms, and 29 minor fire alarms.  
They responded to 29 auto aid calls, most calls were from Calumet Park.  
They had 23 calls to man the station.  
They received 2 mutual aid calls.

There were no major events for the month of March. Calls of interest: Two fires under the north end of the Chatham Street Bridge, one car fire, one security camera fire at the Metra Station, and one minor fire at a restaurant.

Medical Reimbursement Services for March \$40,979.85 with a process fee of \$3893.09  
Fire Recovery submitted eight claims in the amount of \$832.00

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### **General**

The new radio system for Firefighter accountability is in service and being used in the division with the computer system installed in both chief's vehicles.

Administrative Assistant Jackie Mathis was awarded a scholarship for a three day seminar starting on April 23<sup>rd</sup> through April 25<sup>th</sup>.

A new wood floor that was purchased by Foreign Fire Tax Funds was installed at Station #2 by Firefighter Haywood and members of his shift.

### **Maintenance**

Engine 2123 was sent out for its preventative maintenance service including a pump test. The cost of this work (\$6500.00) is being funded by the Foreign Fire Tax Fund.

Marine One will be sent out to Water Works for maintenance to repair a leak before it is placed in the water.

A total of 9.75 hours for in-house maintenance, repairs and documentation was performed by Lieutenant Kunz.

### **Training**

The training division has completed 460.21 hours of training for the month of March.

The four Moraine Valley interns have all passed the Illinois State Fire Marshal test for Basic Firefighter.

All shifts have completed a two hour training course for the new radio system and its uses from Emergency Mayday Alerts to Emergency Evacuation tones.

The Fire Department will be hosting a special training class and practical on Liquid Petroleum Gas (LPG) fires for our department and Division 22 on Wednesday night, April 9<sup>th</sup>. There will be a total of 88 students.

The department will also be hosting a division wide special EMS class on treating stroke patients, presented by Dr. Erickson from MetroSouth Hospital on April 28<sup>th</sup>.

Lieutenant Olson is looking into acquiring sea shipping containers to construct a training tower at station #2.

### **Grants**

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A five month extension for the new Air Packs was submitted to FEMA due to the possibility of Air Packs not being delivered before April 19<sup>th</sup> when the grant ends.

No word has been received on the Safer Grant for staffing of new Firefighters, or the Assistance Firefighter Grant for two new ambulances.

Fire Chief Luety and Deputy Police Chief Cornell attended a grant writing seminar in New Lenox.

### **Police Department Report**

The Police Department has begun the Walk and Talk program in the Uptown area.

The Police Department patrolled 17,590 miles for the month of March. 2151 calls answered including business checks. 107 liquor establishment checks were done.

#### **Parking Citations**

386 Moving Citations

221 Traffic Stops

13 Felonies

67 Misdemeanors

24 Warrant Arrests

48 Local Ordinance Violations (equipment violations, seatbelts)

54 Vehicles Impounded

Total Fees Collected: All figures were not in.

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

3 Robberies (2) unfounded

9 Residential Burglaries (1) unfounded

83 Alarm Calls

8 Shots Fired (5) unfounded

### **Calls of Interest**

In February, the Blue Island Police Department received their first crime tip on Facebook. The person sent a link to a YouTube video that showed four young men at Stan's Park, 12701 Irving shouting gang slogans and shooting a gun. The Detective Division, with the help of the Patrol Division was able to identify all the people that were on the video. The Detectives recovered evidence after the snow melted and were able to take two people into custody for the incident. Two offenders are still at large.

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**Regular Meeting – April 8, 2014**

On March 9<sup>th</sup> at approximately 3:00 p.m. at 2800 Broadway. Officers were responded to a shots fired call. Upon arrival Officers spoke to one of homeowners and learned that an unknown person shot through their residence. While at the scene a witness/victim came forward and told officers who was involved. Detectives picked up the juvenile offender and charged him.

On March 10<sup>th</sup> a male subject entered the Thornton's Gas Station wearing a hoody sweatshirt and a mask. The offender walked up to a clerk, pointed a gun, and demanded money. The clerk gave the offender money and the offender fled in an unknown direction.

**Overtime Paid**

Supervisors: 32 hours  
Patrol Officers: 63 hours  
Court: 96.75 hours  
Detectives: 67 hours  
Late calls/Paperwork: 52.5 hours

**Liquor Establishment Calls**

7 disturbance calls were received in March on liquor establishments.

**Training**

Sergeant Jamie Schultz, Officer Sean Donica and Officer John Chickerillo attended concealed compartments in vehicles training at Lake in the Hills Police Department.

Officer John Miller attended Laws of Arrest, Search and Seizure training at Lincolnwood Police Department.

Sergeant Jamie Schultz and Officer Brian Holwell attended Illinois Vehicle Code Review training at Highland Park Police Department.

**Miscellaneous**

The Justice Assistance Grant for \$20,000.00 was applied for in March. This grant allows Officers to work on their days off in a tactical capacity and allows for patrols with ATV's and bicycles.

The METlife Foundation Community-Police Partnership grant was also applied for in March. The grant will allow Certified Juvenile Blue Island Police Officers to reach out to troubled youth in the community and problem solve with their families and school officials.

**Facebook account**

In February the Police Department Facebook page received its first big tip. It has added almost 90 followers in the last month, and is up to 629 likes.

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### **Upcoming Events**

Ike Hike 5K run is set for April 26, 2014.

The Blue Island Little League Parade will also be held on April 26<sup>th</sup>.

Fit for Life Day will be held at Paul Revere Primary on May 2<sup>nd</sup>.

Officers are being assigned to help out doing Public Service Announcements. Before the end of the year, all officers will have done at least one PSA.

### **Boot Program**

Three hundred letters were sent out in the last week. After 14 days we will be able to begin booting cars.

### **911 Center**

The 911 Center received 12,399 calls in March. These included calls from Blue Island, Calumet Park, Midlothian, and Posen.

National Public Safety Telecommunicators Week is April 13<sup>th</sup> through the 19<sup>th</sup>.

### **Code Red EMERGENCY NOTIFICATION**

We have received a listing of all the phone numbers in Blue Island. Now if a call is received from a large building, such as Eisenhower High School, the location of the phone within the building can be immediately determined. This will also make it simpler for people to opt in to the system. A discussion followed regarding mandatory registration for certain schools and businesses.

### **BIEMA**

Don Marchbanks gave a brief report of BIEMA activities for the month of March. The membership is now at 14. The volunteer services provided to the City in March were equal to \$7281.66.

Braniff Communications of Crestwood was contacted regarding the emergency sirens. At this time, all sirens are functional but will be needing maintenance. One siren will need to be replaced. We are awaiting an estimate from Braniff.

On 3/08/14 Paul Johnson retired from BIEMA.

### **Public Health**

Tom Mailhot performed 20 health inspections on businesses in the month of March.

Regular Meeting – April 8, 2014

**Aldermen's Concerns**

None

Meeting was adjourned at 8:05 p.m.

Our next regular meeting is May 7<sup>th</sup> at 7:00 in the East Annex.

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

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

Next Meeting – Monday, April 14, 2014, 6:30 – East Annex

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

Next Meeting – Monday, May 5, 2014, 6:00 – East Annex

**MOTIONS**

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

1. Payroll for March 28, 2014 in the amount of \$343,351.50
2. Accounts Payable for April 2, 2014 in the amount of \$544,825.37
3. Committee Reports and Recommendations as presented
4. An Ordinance Amending the City of Blue Island Liquor Control Ordinance No. 99-287 Relating to Class M Liquor Licenses
5. A Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.
6. Resolution No. 2014-015
7. Resolution No. 2014-016
8. Resolution No. 2014-017

Ayes: 12 Stone, Carr, Ostling, Pittman, Frausto,  
Johanson, Buckner, Hawley, Vieyra,  
Bilotto, Rita, Donahue

Nays: 0

Absent: 2 Johnson, Thompson

Regular Meeting – April 8, 2014

Abstain: 0

There being Twelve (12) Affirmative Votes, the Mayor declared the motion carried.

**ADJOURNMENT**

Motion by Ald. Rita, second by Ald. Carr to adjourn the meeting.

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:00 p.m.

The next regular meeting of the City Council is scheduled for  
April 22, 2014 at 7:00 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
22<sup>nd</sup> DAY OF APRIL, 2014.**

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**Domingo Vargas, Mayor**

**RESOLUTION NO. 2014-019**

**A RESOLUTION HONORING  
PASTOR GLENN BLACKWELDER ON HIS  
RETIREMENT FROM FIRST LUTHERAN CHURCH**

**WHEREAS, Pastor Glenn Blackwelder** was born on February 27, 1952 in Salisbury, North Carolina to Herman and Willie Mae Blackwelder; and

**WHEREAS, Pastor Blackwelder** was baptized into Christian Faith in April of 1952 at Lutheran Chapel Church in China Grove, North Carolina; and

**WHEREAS, Pastor Blackwelder** received a Bachelor of Arts Degree from the University of North Carolina at Chapel Hill in 1974; and

**WHEREAS, Pastor Blackwelder** received a Master of Divinity from the Lutheran School of Theology in 1978; and

**WHEREAS, Pastor Blackwelder** was ordained at Lutheran Chapel, China Grove, North Carolina on August 6, 1978; and

**WHEREAS, Pastor Blackwelder** served as Pastor of St. Mark's Lutheran Church in Chicago from 1982 through 1989; and

**WHEREAS, Pastor Blackwelder** became the Associate Pastor at First Lutheran Church in July of 1989 and became the senior Pastor in 1995; and

**WHEREAS, Pastor Blackwelder** instituted the Senior Service Ministry in September of 1996 and instituted the Parish Nurse Program in May of 1998; and

**WHEREAS, Pastor Blackwelder** was instrumental in organizing the 150<sup>th</sup> anniversary celebration of First Lutheran Church in 2013; and

**WHEREAS, Pastor Blackwelder** will be retiring from First Lutheran Church on April 27, 2014 after 25 years of service.

**NOW THEREFORE BE IT RESOLVED,** by the Mayor and City Council of the City of Blue Island, County of Cook and State of Illinois, do hereby wish to extend to **PASTOR GLENN BLACKWELDER** our most sincere and heartfelt congratulations on your retirement from First Lutheran Church.

ADOPTED this 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER-CHEATLE					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED and Filed** in my office this

22nd day of April, 2014.

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**CITY CLERK**

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**Christine Buckner, Alderman**

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**Tom Hawley, Alderman**

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**Leticia Vieyra, Alderman**

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**Charissa Bilotto, Alderman**

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**Nancy Rita, Alderman**

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**Kevin Donahue, Alderman**

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**Marcia Stone, Alderman**

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**Candace Carr, Alderman**

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**Janice Ostling, Alderman**

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**Ken Pittman, Alderman**

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**Dexter Johnson, Alderman**

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**Jairo Frausto, Alderman**

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**Nancy Thompson, Alderman**

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**James Johanson, Alderman**

## Lori Salgado

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**From:** Randy Heuser <rheuser@cityofblueisland.org>  
**Sent:** Monday, April 07, 2014 3:38 PM  
**To:** Lori Salgado  
**Subject:** FW: request for use of the York Street city parking lot

Lori,

Can you put this on the 4/22 Agenda?

Thanks,  
Randy

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**From:** [Plowm10720a@aol.com](mailto:Plowm10720a@aol.com) [<mailto:Plowm10720a@aol.com>]  
**Sent:** Monday, April 07, 2014 3:21 PM  
**To:** [believeinblueisland@gmail.com](mailto:believeinblueisland@gmail.com)  
**Cc:** Randy Heuser  
**Subject:** Fwd: request for use of the York Street city parking lot

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**From:** [bettyknagel@aol.com](mailto:bettyknagel@aol.com)  
**To:** [plowm10720a@aol.com](mailto:plowm10720a@aol.com)  
**Sent:** 4/7/2014 12:53:26 P.M. Central Daylight Time  
**Subj:** request for use of the York Street city parking lot

Dear Alderman Hawley,

The Blue Island Firefighters Club would like to request the use of the York Street city parking lot on Saturday, May 10th from 6:00 am until 2:00 pm for a flower/plant sale. We would like to use the west half of the parking lot. If possible, we would also like to request to have some barricades placed there for our use. The money that is raised from this sale will go towards the care and maintenance of "Old Bess", our newly restored 1925 Seagrave fire engine. Any assistance that you can give us with obtaining permission to use this city parking lot would be greatly appreciated. If you have any questions, please feel free to contact me.

Sincerely,  
Joe DiNovo, President  
Blue Island Firefighters Club

cc: Randy Heuser  
Candace Carr

City Council under Mayors  
Business



# BETHEL PENTECOSTAL CHURCH

## INDEPENDENT

REV. PETER V. CONTRERAS, JR., PASTOR

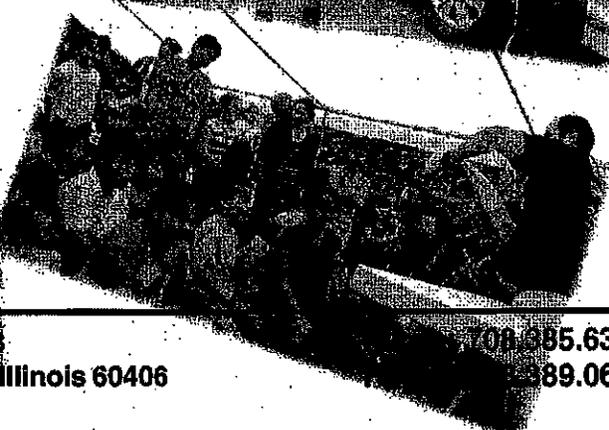
To the City of Blue Island,

April 14, 2014

Saturday, June 7, 2014, from 11:00 am – 3:00 pm Bethel Pentecostal Church will have another Community Kid Day. We are requesting permission to block Vine St. and John St. that borders the church property. We have the blockades needed for the two streets. We thank you for the police and firemen coming to the event to help make it a success. We have between 60-90 children from the neighborhood come out for this event. The event helps build a sense of community, reminding the children and their families they are part of something bigger than themselves. Again, thank you and thank the men from these departments for their participation.

Sincerely Yours,

*Peter V. Contreras*  
Reverend Peter Contreras



2726 Broadway  
Blue Island, Illinois 60406

Blue Island, Illinois 60406

708.885.6337  
708.889.0651

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

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**ORDINANCE**  
**NUMBER 2014-017**

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**AN ORDINANCE CHANGING THE DATE OF CLOSING OF THE  
FISCAL YEAR COMMENCING ON MAY 1, 2014 AND  
ESTABLISHING A NEW DATE OF COMMENCEMENT FOR  
EACH FISCAL YEAR THEREAFTER FOR THE  
CITY OF BLUE ISLAND, 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 BILOTTO</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. 2014-017**

**AN ORDINANCE CHANGING THE DATE OF CLOSING OF THE FISCAL YEAR COMMENCING ON MAY 1, 2014 AND ESTABLISHING A NEW DATE OF COMMENCEMENT FOR EACH FISCAL YEAR THEREAFTER FOR THE CITY OF BLUE ISLAND, ILLINOIS**

Whereas, a municipality with fewer than 500,000 inhabitants can provide by ordinance for a fiscal year to begin at a time other than those specified by 65 ILCS 5/1-1-2(5);

Whereas, the governing body of each municipality shall fix a fiscal year pursuant to the Illinois Municipal Budget Law (50 ILCS 330/3);

Whereas, the city has consulted with the appropriate professionals regarding the benefits of changing the fiscal year to a calendar year and determined it is in the best interests of the city to do so;

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

**SECTION ONE: FISCAL YEAR COMMENCEMENT**

The 2014-2015 fiscal year shall commence on May 1, 2014 and shall end on December 31, 2014.

Thereafter, and continuing each year, the fiscal year for the City of Blue Island shall commence on January 1<sup>st</sup> of each year and end on December 31 of each year.

**SECTION TWO: REPEAL OF CONFLICTING ORDINANCES**

All other ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

**SECTION THREE: EFFECTIVE DATE**

This ordinance shall be in full force and effect at the end of the fiscal year of its passage as required by law.

ADOPTED this 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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**CITY CLERK**

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 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 2014-018**

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**AN ORDINANCE GOVERNING CITY ADMINISTRATION AND  
PERSONNEL AND APPOINTMENT OF CITY OFFICERS.**

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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 BILOTTO**  
**KEVIN DONAHUE**  
**CANDACE CARR**  
**KENNETH PITTMAN**  
**JAIRO FRAUSTO**  
**JAMES JOHANSON**

**Aldermen**

## **ORDINANCE NO. 2014-018**

### **AN ORDINANCE GOVERNING CITY ADMINISTRATION AND PERSONNEL AND APPOINTMENT OF CITY OFFICERS**

Whereas, the Mayor with the advice and consent of the city council, has the authority to appoint certain positions within the municipality pursuant and the city council is authorized to discontinue any appointed office and devolve the duties of that office on any other municipal officer pursuant at 65 ILCS 5/3.1-30-5;

Whereas, the Mayor has the power to appoint and remove the Mayor's administrative assistants, budget and finance director, heads of all departments, and all other officers and to exercise control of all departments and divisions created by the council pursuant to 65 ILCS 5/6-4-7;

Whereas, the council shall by ordinance establish the city departments, which shall be under the general supervision and administrative control of the mayor pursuant to 65 ILCS 5/6-4-8;

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

#### **SECTION ONE: CITY DEPARTMENTS**

##### Section 1.1 Department Creation

The city shall be made up of the following departments: Finance and Administration; Marketing and Blue Island Television (BITV); Planning and Zoning; Buildings; Water and sewer; Public works; Golf Course; Police; Fire; and Clerk's Office.

##### Section 1.2 Department Employees

The departments shall consist of such positions deemed necessary to carry out the purpose of the department and shall be subject to the administrative control of the Mayor. All

employees, in the absence of any statutory provisions to the contrary, shall be selected by the Mayor or Mayor's designee pursuant to the Mayor's power of administrative control of all departments and divisions.

Unless otherwise provided by state statute, the Mayor shall have the power to employ employees upon recommendation of the head of the department to where the employee is to be assigned. Unless otherwise provided, the head of each department shall have the power to discipline or remove any employee employed in that department, subject to the rules and regulations contained in the city handbook of policies and procedures.

## **SECTION TWO: APPOINTED OFFICES**

### Section 2.1 Appointed Offices

All officers, other than elective officers, shall be appointed by the Mayor, by and with the advice and consent of the city council, as provided by state statute. In addition to those offices specifically enumerated in the Illinois Municipal Code, the following municipal offices are hereby established: Director of Finance and Administration, Director of Municipal Services and Director of Public Health and Safety, whose duties shall be as determined by the Mayor.

### Section 2.2 Discontinue Certain Appointed Offices

The following appointed offices shall be discontinued and the duties of said offices shall be re-assigned as determined by the Mayor:

Supervisor of 911

Director of Blue Island Emergency Medical Assistance

Superintendent of Public Works

Superintendent of Water

Building Commissioner

Supervisor of Planning

Supervisor of Buildings

Supervisor of Special Projects

Supervisor of Inspections and Facility Management

Electrical Inspector

Health/License Inspector

Golf Course Pro

Director of Golf

Supervisor of Budget and Finance

Director of Marketing

### Section 2.3 Limitation in Scope

Nothing in this Ordinance is intended to, or shall be construed to, limit or diminish the authority of the Mayor to make appointments pursuant to any applicable provisions of the Illinois Municipal Code or other laws. All appointed offices, other than those specifically discontinued by operation of this Ordinance, shall continue in existence, including but not limited to the Chief of Police, Deputy Chief of Police, Commander, Fire Chief and Deputy Fire Chief.

### **SECTION THREE: CITY POLICIES AND PROCEDURES**

The Mayor shall be responsible for the creation, implementation and enforcement of city policies and procedures and shall publish the same in a city handbook. The city handbook of policies and procedures, as it now exists or may from time to time be amended, shall apply to all city officials and employees, a copy of which shall be on file in the office of the city clerk.

#### **SECTION FOUR: REPEAL OF CONFLICTING ORDINANCES**

All other ordinances or parts thereof in conflict with the provisions of this Ordinance are hereby repealed.

#### **SECTION FIVE: SEVERABILITY**

The provisions and sections of this Ordinance shall be deemed severable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

#### **SECTION SIX: EFFECTIVE DATE**

This ordinance shall be in full force and effect at the end of the fiscal year of its passage as required by law.

ADOPTED this 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE  
NUMBER 2014-019**

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**AN ORDINANCE AMENDING THE CAL SAG ENTERPRISE ZONE  
INCLUSIVE OF ALSIP, BLUE ISLAND, CALUMET PARK,  
DIXMOOR, ROBBINS AND PORTIONS OF  
UNINCORPORATED COOK COUNTY.**

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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 BILOTTO</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. 2014-019**

**AN ORDINANCE AMENDING THE CAL SAG ENTERPRISE ZONE  
INCLUSIVE OF ALSIP, BLUE ISLAND, CALUMET PARK, DIXMOOR,  
ROBBINS AND PORTIONS OF UNINCORPORATED COOK COUNTY**

**-TERMINATION DATE-**

**-TAX ABATEMENT-**

**-FEE SCHEDULE-**

WHEREAS, the City of Blue Island filed an application for certification of an enterprise zone with the Department of Commerce and Community Affairs under the provision of the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) and was certified effective July 1, 1985; and

WHEREAS, the Department of Commerce and Economic Opportunity, the successor agency to the Department of Commerce and Community Affairs, extended the certification of the Cal Sag Enterprise Zone effective July 1, 2005 for ten years ending June 30, 2015 by the passage of amending Ordinance 03-447, An Ordinance Amending Ordinance #93-235 And Ordinance Establishing the Enterprise Zone Benefits and the Boundaries Thereof; and

WHEREAS, the Illinois General Assembly unanimously passed Senate Bill 3616 as amended on May 31, 2012; and

WHEREAS, the Governor signed the bill into law on August 7, 2012, thereby amending the "Illinois Enterprise Zone Act" (20 ILCS 655/1 et. seq.) under the provisions of Public Act 97-0905, to automatically extend the certification of the Cal Sag Enterprise Zone Enterprise Zone through July 1, 2016.; and

WHEREAS, enterprise zones provide state and local incentives in order to promote the economic growth of the area, to reduce unemployment, and to encourage expansion, rehabilitation, and new construction of structures within the Enterprise Zone; and

WHEREAS, the City of Blue Island by and through its designated Enterprise Zone Administrator, now finds it necessary and desirable to further amend the terms of the Ordinance, as heretofore supplemented and amended, pursuant to Section 5.4 of the Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLUE ISLAND:

**SECTION ONE**

That Section Six of Ordinance No. 93-235, as amended in Ordinance 03-447, be and the same is hereby further modified and amended so that as so modified and amended said Section Six shall provide as follows:

That the duration or term of said Zone shall be consistent with the terms and conditions outlined in the Illinois Enterprise Zone Act” (20 ILCS 655/1 et. seq.), as amended, commencing on the date of certification by the State as in said Act provided and terminating upon the expiration or non-renewal of the State Enterprise Zone certification as outlined in said Act provided.

## SECTION TWO

That Section Three A. Property Tax Abatement of Ordinance No. 93-235, as amended in Ordinance 03-447, and the same is hereby further amended so that as so amended said Section Three shall provide, in total, as follows:

- i. That AFTER JULY 1, 2015 on real property levied by the City shall be abated on property located within the Zone and upon which new improvements have been constructed as follows:
  - a. For taxes levied in the first year of abatement: 50%
  - b. For taxes levied in the second year of abatement: 50%
  - c. For taxes levied in the third year of abatement: 50%
  - d. For taxes levied in the fourth year of abatement: 50%
  - e. For taxes levied in the fifth year of abatement: 50%
  
- ii. Said abatements shall be for five (5) consecutive years beginning with the real estate taxes payable in the year following the first full year of a facility's commercial operation after which said improvements have been made. In no event shall any abatement of taxes on any parcel exceed the amount attributable to the construction of the improvements or the renovation or rehabilitation of existing improvements on such parcel. Abatement for a specific project will cease after the fifth year or upon expiration of the Cal Sag Enterprise Zone Enterprise Zone, whichever is sooner.
  
- iii. The above property tax abatements shall be applicable for eligible commercial, industrial/manufacturing real property upon which construction, improvements, renovation or rehabilitation has been completed after December 31, 2011 and before the expiration of the Cal Sag Enterprise Zone, whichever is sooner.

Upon the effective date of this amending ordinance, all incentives and benefits previously offered shall continue for the revised term of the Cal Sag Enterprise Zone for the following two groups:

- A. Business enterprises which are receiving benefits or incentives in the Cal Sag Enterprise Zone on the effective date of this amending ordinance;
- B. Business enterprises or expansions which are proposed or under development on the effective date of this amending ordinance, if the business enterprise demonstrates that:
  - i. the proposed business enterprise or expansion has been committed to

- locating or expanding in the zone;
- ii. substantial or binding financial obligations have been made;
- iii. such commitments have been made in reasonable reliance on the benefits and programs which would have previously been available because of the enterprise zone.

### **SECTION THREE**

The City of Blue Island encourages companies receiving Enterprise Zone benefits, as provided herein, to utilize local labor and to purchase building materials locally.

### **SECTION FOUR**

Each participating applicant project shall contribute an administrative fee equal to one percent on one percent (0.1%), shall be changed to one half of a per cent (0.5%) of the building materials cost, with a maximum fee of no more than \$50,000.00, as prescribed in the August 7, 2012 Legislation amending the Illinois Enterprise Zone Act (20-ILCS655/8.2 new) under the provisions of Public Act 97-905.

### **SECTION FIVE**

All Ordinances or parts of Ordinances conflicting with any provisions of this Ordinance shall be and the same are, hereby repealed.

### **SECTION SIX**

This Ordinance shall be in effect from and after its passage, approval and recording according to law.

ADOPTED this 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**RESOLUTION  
NUMBER 2014-020**

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**A RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
BLUE ISLAND AND COOK COUNTY DEPARTMENT OF  
HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR  
THE ACQUISITION OF EMERGENCY EQUIPMENT.**

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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 BILOTTO</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. 2014-020**

### **A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND COOK COUNTY DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FOR THE ACQUISITION OF EMERGENCY EQUIPMENT**

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to the Illinois Municipal Code (65 ILCS 5/2-2-12);

Whereas, the City may exercise any powers, privileges, functions, or authority which may be exercised by a public agency of this State in conjunction with any other public agency pursuant to the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3);

Whereas, it is in the best financial and public safety interests of the City to enter into this intergovernmental agreement for the acquisition of emergency equipment;

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 enter into the Agreement referenced herein.

#### **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 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
 22<sup>nd</sup> day of April, 2014.

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

TONI PRECKWINKLE  
PRESIDENT  
COOK COUNTY BOARD OF COMMISSIONERS

MICHAEL MASTERS  
EXECUTIVE DIRECTOR



COOK COUNTY  
DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT

69 WEST WASHINGTON STREET, SUITE 2600  
CHICAGO, ILLINOIS 60602  
TEL: 312.603.8180

Dear Municipality,

The Emergency Equipment Memorandum of Understanding (MOU) outlines the acquisition of emergency equipment by Cook County municipalities from the Cook County Department of Homeland Security and Emergency Management (DHSEM). The MOU specifies the equipment receipt and return procedures, as well as ownership, insurance, and liability limitations.

The DHSEM will be sending each municipality a digital copy of the signed Emergency Equipment MOU. Please provide an email address below:

Mlvaty@CityofBlueIsland.org

Would you like a hard copy of the MOU in addition to a digital copy? Note: A hard copy will be mailed to the address provided in the signed MOU.

- Yes  
 No

If you have any further questions or concerns regarding the Emergency Equipment MOU and its implications for your municipality, please contact Monica Schwarm, Special Legal Counsel, at (312) 603-8194 or [Monica.Schwarm@cookcountyil.gov](mailto:Monica.Schwarm@cookcountyil.gov).

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF COOK  
AND  
JURISDICTION *of Blue Island***

This **Memorandum of Understanding** ("Understanding") is entered into by and between the County of Cook ("County"), a body politic and corporate of the State of Illinois, through its Department of Homeland Security and Emergency Management (DHSEM), and *Blue Island*, an entity of local government("Jurisdiction"). The County, the DHSEM and Jurisdiction are herein referred to collectively as the "Parties."

**RECITALS**

**WHEREAS**, it is the policy of the DHSEM to assist other local government entities in the event of an emergency or disaster by making equipment available to them that can assist in mitigating against, responding to, or recovering from an emergency event or disaster as efficiently and effectively as possible; and

**WHEREAS**, the DHSEM works to support local government entities with their emergency equipment needs during emergency events or disasters; and

**WHEREAS**, Jurisdiction wishes to be able to avail itself of assistance from DHSEM when necessary by obtaining emergency equipment from DHSEM to enable Jurisdiction to better respond to an emergency event or disaster; and

**WHEREAS**, the purpose of this Understanding is to provide disaster response assistance through the use of DHSEM emergency equipment when local and regional resources are insufficient to meet the response needs of the Jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

**I. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein by reference and made a part hereof.

**II. PROCEDURE FOR REQUESTING EMERGENCY EQUIPMENT**

In the event of an emergency or disaster for which the Jurisdiction wishes to use DHSEM emergency equipment, the Jurisdiction must contact the DHSEM Duty Desk at 312.603.8185 or through WebEOC to request the equipment.

After verifying the request is being made by an authorized entity, DHSEM will acknowledge receipt of the request, verify its content, and coordinate initiation of the response plan. DHSEM will require the following information:

- Name of the requesting agency
- Nature of the incident
- Equipment requested
- Staging area for the equipment
- Name of contact person at staging area
- Call-back telephone number of contact or command person
- Directions to staging area
- Any other special details or instructions for responding personnel/equipment

Once a request for equipment has been received and approved, the Jurisdiction initiating the request shall coordinate with the DHSEM Duty Desk to assure personnel are assigned to the designated staging area in order to meet the arrival of DHSEM personnel/equipment. The equipment mobilized, designated staging area and number of personnel assigned shall be coordinated and confirmed with the DHSEM Duty Desk.

A request for DHSEM equipment or mutual aid requires the approval of the chief officer from the relevant department of the requesting Jurisdiction, or director of the organization with respect to mutual aid associations. A duly authorized individual acting on behalf of the chief/director may make the request.

Unless otherwise expressly provided, or later agreed upon, the responsible official of the Jurisdiction requesting equipment and/or mutual aid shall remain in charge. It is operationally essential that the local official coordinate all actions with responding agencies to ensure an effective application of forces.

The Jurisdiction requesting equipment and/or mutual aid is responsible for the following:

- Identifying numbers and types of mutual aid resources requested.
- Identifying specific missions for mutual aid responder tasking.
- Advising responders what equipment they should bring.
- Establishing an assembly area for responding resources.
- Identifying communications channels compatible with command and control of field resources.
- Designating a liaison officer to facilitate a coordinated assimilation of responding mutual aid resources.
- Preparing a situation briefing including local maps for responders.
- Providing logistical support such as food, lodging, rest intervals and equipment maintenance as appropriate, for mutual aid personnel.

### **III. OWNERSHIP OF EQUIPMENT AND EQUIPMENT RETURN**

All equipment provided by DHSEM to the Jurisdiction pursuant to this Understanding shall remain the property of DHSEM and County. The Jurisdiction, regardless of type of activation, shall work with DHSEM to ensure that equipment is utilized as effectively and efficiently as possible, including the release of equipment as soon as the situation is restored to a point which reasonably permits the Jurisdiction to satisfactorily handle the situation with their resources or the pre-planned event is concluded.

It is the responsibility of the Jurisdiction to replace any consumables or other supplies used from any piece of equipment utilized to address an incident. Appropriate inventory procedures should be utilized to ensure equipment and supplies are returned to the DHSEM in the same form they were received by the Jurisdiction.

All DHSEM equipment requiring motor fuel should always be stored with full tanks of fuel in preparation and readiness to respond to any emergency that may occur within Cook County. The Jurisdiction requesting DHSEM equipment will be responsible for the refueling of any utilized equipment to maintain an appropriate state of readiness.

#### **IV. LIABILITY AND RISK OF LOSS FOR DAMAGE TO EQUIPMENT AND INJURIES TO PERSONNEL**

Jurisdiction shall assume all liability for the use of DHSEM equipment and utilizing the same will assume liability for all issues associated with the use or transit of the equipment, while under the control of that entity. Neither the County, DHSEM, nor its agents, shall be legally liable for any negligence or wrongful act either of omission or commission chargeable to the Jurisdiction or their agents; this shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party against the other or against third parties.

The Jurisdiction utilizing DHSEM equipment will be liable and responsible for any damage caused to the equipment during the course of the mobilization and identified by DHSEM of up to \$5,000.00, where the equipment is not under the direct control and supervision of DHSEM.

No agency or agencies shall implement a local policy or policies, mutual aid agreements, memorandums of understanding or intergovernmental agreements that would delay the deployment of DHSEM equipment, contradict the intent of, or seek to or actually have the effect of, overriding these procedures.

#### **V. TERM AND TERMINATION**

The Term of this Agreement shall commence on February 19, 2014, and shall continue thereafter until terminated by either Party. Either Party may terminate this Agreement, for any reason or for no reason, by providing sixty (60) days written notice of its intent to terminate to the other Party. In the event of termination, the Parties shall complete their obligations established during the course of this Agreement.

#### **VI. INSURANCE**

The Jurisdiction shall be responsible for obtaining and maintaining liability insurance which provides coverage against loss or damage to property, including property damage to DHSEM's emergency equipment, and coverage for injury or death to persons which injury is associated with the use of DHSEM's emergency equipment. A copy of the insurance policy shall be provided to DHSEM.

#### **VII. LIABILITY**

It is understood and agreed that neither Party to this Understanding shall be legally liable for any negligence or wrongful act, either of omission or of commission, chargeable to the other and that this Understanding shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against third parties.

## **VIII. COMPLIANCE WITH THE LAW**

Each Party shall comply with all relevant laws of any governing jurisdiction or authority. A Party's non-compliance with any relevant laws shall constitute a material breach of this Understanding.

## **IX. NON-EXCLUSIVITY**

This Understanding is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into similar Understandings with third parties not related to this Understanding.

## **X. ENTIRE AGREEMENT**

This Understanding, including any exhibits, constitutes the entire agreement of the Parties with respect to the matters contained herein. This Understanding shall not be altered, modified or amended except by written instrument signed by both Parties hereto.

## **XI. GOVERNING LAW AND FORUM**

This Understanding shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action or proceeding brought in connection with this Understanding shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions or proceedings.

## **XII. SEVERABILITY**

If any provision of this Understanding shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any provision hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstances shall not have the effect of rendering any other provision contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Understanding shall not affect the remaining portions of this Understanding or any part hereof.

## **XIII. NOTICE**

Immediately upon execution of this Understanding, the following individuals will represent the Parties as a primary contact in all matters related to this Understanding. All notices given under this Understanding shall be in writing and shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours with the mailing of the originals using the U.S. Mail on the same day, postage prepaid; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and deposited in the U.S. Mail. Notices served personally or by facsimile transmission shall be

effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the U.S. Postal Service.

Notice to County/DHSEM shall be addressed to:

Michael Masters  
Executive Director  
Cook County Department of Homeland Security & Emergency Management  
69 West Washington Street, Suite 2630  
Chicago, IL 60602

Notice to Jurisdiction shall be addressed to:

2450 W. Vermont Street  
Blue Island IL 60406

#### **XIV. COOPERATION WITH INSPECTOR GENERAL**

Jurisdiction shall have the duty to cooperate in the conduct of any investigation undertaken by the Office of the Independent Inspector General (OIIG) in accordance with Section 2-285 of the Cook County Code of Ordinances. Any refusal to cooperate with the OIIG as required by the OIIG Ordinance shall subject Jurisdiction to penalties as outlined in Section 2-291 of the Cook County Code of Ordinances.

**IN WITNESS WHEREOF**, this Understanding is hereby executed on behalf of the Parties through their authorized representatives as set forth below.

#### **ON BEHALF OF COOK COUNTY:**

\_\_\_\_\_  
By: Michael Masters  
Executive Director  
Cook County  
Department of Homeland Security & Emergency Management

\_\_\_\_\_  
Date

#### **ON BEHALF OF JURISDICTION**

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

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
Cook County Assistant State's Attorney

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

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**RESOLUTION**  
**NUMBER 2014-021**

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**A RESOLUTION AUTHORIZING SUBMITTAL OF THE EXISTING  
DEVELOPMENT PLANS LIST BY THE CITY OF BLUE ISLAND.**

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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 BILOTTO</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. 2014-021**

**RESOLUTION AUTHORIZING SUBMITTAL OF THE EXISTING DEVELOPMENT PLANS LIST BY THE CITY OF BLUE ISLAND**

**WHEREAS**, the city council of the City of Blue Island, Cook County, Illinois, has reviewed the Cook County Watershed Management Ordinance (WMO) adopted October 3, 2013; and

**WHEREAS**, the city council of the City of Blue Island, Cook County, Illinois, finds in the interest of protecting the use of public funds already invested and expended on certain projects that are currently in various preliminary stages of development; and

**WHEREAS**, the WMO allows the Metropolitan Water Reclamation District of Greater Chicago (the "District") to compile an existing development plans list for proposed developments that have received preliminary approval and or public funding expenditure from a governing municipality; and

**WHEREAS**, proposed developments on the existing development plans list will be subject to the requirements of the legacy Sewer Permit Ordinance and Manual of Procedures for the Administration of the Sewer Permit Ordinance; and

**WHEREAS**, complete permit applications for such developments must be accepted by the District by May 1, 2015 to remain subject to the legacy Sewer Permit Ordinance and Manual of Procedures; and

**WHEREAS**, the city council of the City of Blue Island, Cook County, Illinois, has reviewed the attached Development List (Exhibit 1) and affirms that they belong on such list due as the proposed developments have had public funds expended in the development of preliminary site plans that have had approvals from the City Board, Plan Commission or Staff as appropriate for the specific site and city process; and

**WHEREAS**, the city council of the City of Blue Island, Cook County, Illinois, have determined that it is in the best interests of said City of Blue Island that said Existing Development Plan List be submitted to the District for their record.

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

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

**Section 2:** That this Mayor and City Council hereby find that it is in the best interests of the City of Blue Island and its residents that the aforesaid "Existing Development Plans List" be submitted by said City of Blue Island.

**Section 3:** That the Mayor, or his designee, is hereby authorized by the city council to execute for and on behalf of said City of Blue Island the List.

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

**EXHIBIT 1**

**EXISTING DEVELOPMENT PLANS LIST**

**2320 Burr Oak Avenue**

**Fay's Point, 1518 Broadway Street**

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

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**RESOLUTION  
NUMBER 2014-022**

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**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN JOHN KASPEREK CO. INC. AND  
CITY OF BLUE ISLAND**

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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 BILOTTO</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. 2014-022**

### **A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN JOHN KASPEREK CO. INC. AND CITY OF BLUE ISLAND**

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

Whereas, the city as a governmental entity is required to conduct certain audits of its financial statements and records;

Whereas, John Kasperek Co., Inc. employs certified public accounts who conduct financial audits of governmental entities and related tasks to accomplish the same; and

Whereas, the appropriate city officials have considered and reviewed the agreement attached as Exhibit A and find the same to be in the best interests of the City;

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 required for the provision of accounting and audit services by certified public accountants employed by John Kasperek Co., Inc.

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

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 22<sup>nd</sup> day of April, 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 BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

# John Kasperek Co., Inc.

Certified Public Accountants

April 10, 2014

Mayor Domingo Vargas  
City of Blue Island  
130501 Greenwood Avenue  
Blue Island, IL 60406

Dear Mayor Vargas:

We are pleased to confirm our understanding of the services we are to provide the City of Blue Island, IL ("the City") for the year ended April 30, 2014. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended April 30, 2014. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for the General Fund.
3. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for any Major Special Revenue Fund.
4. Schedule of Funding Progress for the Illinois Municipal Retirement Fund, Firefighters' Pension Fund, Police Pension Fund and Other Postemployment Benefit Plan.
5. Notes to Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing

Telephone: (708) 862-2262 / Facsimile (708) 891-3396  
1471 Ring Road / Calumet City, Illinois 60409  
[www.kasperekcpa.com](http://www.kasperekcpa.com)

standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and Individual Fund Financial Statements and Schedules.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for Nonmajor Special Revenue Funds.
3. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for Nonmajor Debt Service Funds.
4. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for Nonmajor Capital Project Funds.
5. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual for Enterprise Funds.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Statistical Information.
2. Continuing Bond Disclosures.

### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

### **Management's Responsibilities**

Management of the City is responsible for the basic financial statements and all accompanying information, as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3)

misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion

#### **Engagement Fees, and Other**

Our fee for this engagement is \$35,000 which includes out-of-pocket expenses. This fee is based on the assumption that you will provide assistance, anticipated cooperation from your personnel, and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Any amendments to the not-to-exceed amount of the fees will be in writing and signed by both our firm and the City. Our invoices for

these fees will be rendered each month as work progresses and are payable upon presentation. Work may be terminated or suspended if your account becomes 60 days or more overdue.

During the course of our audit, it is possible that we may observe opportunities for economies of operation and for improved internal administrative and accounting controls, or we may observe variances with applicable laws and regulations or other matters that should be brought to your attention. Our comments and recommendations concerning such matters, if any, will be conveyed to you in writing.

#### **Additional Services**

If it comes to our attention that the City meets the requirements of OMB Circular A-133 (Single Audit) then we will perform the necessary work and complete the necessary audit reports to make sure the City is in compliance with the Single Audit requirements. Our fee for this additional service is \$5,000 which includes out-of-pocket expenses. This fee is based on the assumption that you will provide assistance, and anticipated cooperation from your personnel.

For the preparation of the Financial and Compliance Reports for the City's Tax Incremental Financing ("TIF") Districts for the period ended April 30, 2014, our fee for this service is \$1,000 for each TIF District Financial and Compliance Report.

For the preparation and submission of the City's Annual Financial Report on-line at the Illinois Comptroller's website, our fee for this service is \$2,000.

#### **Distribution of the Auditor's Report**

Our report on the financial statements must be associated only with the financial statements that were the subject of our audit engagement. You may make copies of our report but only if the entire financial statements are reproduced and distributed with our report. You may not use our report with any other financial statements that are not the subject of this audit engagement.

#### **Changes in Accounting or Professional Standards**

If future professional or accounting standards require modification of our audit procedures or related scope of work, we will advise you of such changes and the impact on our fee estimate. If we are unable to agree on the additional fees that may be required to implement such new standards that are required to be adopted and applied as part of our engagement, we may terminate this agreement as provided herein, regardless of the stage of completion.

#### **Release of Documents**

As a result of our audit engagement, we may be required or requested to provide information or documents to you or a third party in connection with governmental regulations or a legal proceeding. If it is ultimately determined that we must comply with such requirements or requests, our efforts in complying with such requests or demands will be deemed a part of this audit engagement, and we shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

**Document Retention Policy**

At the conclusion of our audit engagement, we will return all original documents you supplied to us. The City's records are the source documents for your operations and financial statements and comprise the support for the results of this audit engagement. Our audit engagement files, including our working papers and documents obtained directly from third parties, are our property and are not a substitute for your own records. It is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies. John Kasperek Co., Inc. policy calls for us to retain all pertinent information for five years (or longer, if required by law or regulation).

**Electronic Communications**

In the performance of services described in this engagement letter, we may communicate to you and third parties by facsimile or send electronic mail ("e-mail") over the Internet. Such communications may include information that is confidential to the City. Although we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you understand and accept that we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, you are consenting to our use of electronic communications during this engagement as we deem appropriate.

**Approval**

We appreciate the opportunity to be of service to the City, and believe this letter accurately summarizes the significant terms of our engagement. If these comments and arrangements meet with your approval, please sign below and return the agreement to us.

Sincerely yours,



John Kasperek, Jr.

ACCEPTED AND AGREED:

This engagement letter sets forth the entire understanding of the City of Blue Island, Illinois with respect to the services to be provided by John Kasperek Co., Inc:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

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**RESOLUTION  
NUMBER 2014-023**

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**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS  
BETWEEN THIRD MILLENNIUM ASSOCIATES, INCORPORATED  
AND CITY OF BLUE ISLAND FOR SOFTWARE LICENSES.**

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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 BILOTTO</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. 2014-023**

### **A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THIRD MILLENNIUM ASSOCIATES, INCORPORATED AND CITY OF BLUE ISLAND FOR SOFTWARE LICENSES**

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12;

Whereas, Third Millennium Associates offers licenses for electronic payment (e-pay) software to facilitate the secure internet payment of City's utility and other bills and various functions;

Whereas, Third Millennium Associates offers licenses for software necessary for the issuance and reissuance of vehicle stickers;

Whereas, the appropriate city officials have considered and reviewed the agreements attached as Exhibit A and Exhibit B and find the same to be in the best interests of the City;

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 required for the provision of the license agreements referenced herein.

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

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 22<sup>nd</sup> day of April, 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 BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

## E-PAY SOFTWARE AGREEMENT

THIS AGREEMENT, by and between Third Millennium Associates, Incorporated (TMA), its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor, and the City of Blue Island, 13051 S. Greenwood Avenue Blue Island, IL 60406, hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that facilitates the secure internet payment of City's utility and other bills and various functions as described in the Technical Specifications document attached hereto.

WHEREAS, Licensor will lease such software to Licensee solely for the benefit of Third Millennium Associates (TMA) and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at its premises specified above, for use in Licensee business operations only in association with TMA billing services or Licensee internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this Agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as hereinafter set forth, the Licensor and Licensee do hereby agree as follows:

1(a). Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above or until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of default.

(b) (1) The Licensee shall pay a software license fee to Licensor of \$4995.00 at the execution of this agreement. No portion of which shall be refundable.

(2) The Licensee shall pay an annual software maintenance fee of \$1,995.00 to Licensor for its services in the maintaining and providing common usage upgrades to the Software, such fee to be adjusted by TMA, at its option at annual intervals. However, in no event shall the increase in the annual fee exceed the Chicago area CPI as published by Bank One. The maintenance fee hereunder shall be due on each anniversary of this agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this Agreement and result in a return of the Software to Licensor.

(3) The Licensee shall pay a monthly server fee of \$100.00. For each citizen that enrolls, there will be a 45 cent per citizen, per month fee. There is no limit to the number of site visits an individual citizen can make during that month, Licensee is charged by the citizen not by the number of visits. Server fees may be adjusted annually using the same CPI calculations as stated herein in paragraph . The customary credit card fees will be charged to the Licensee. The credit card fee will be determined by the median utility bill for Blue Island. Credit Card fees are not set, nor controlled by Licensor.

2 (a) (1) The License granted hereunder may not be sublicensed or have any rights in it granted by Licensee to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only for the benefit of TMA and only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

(2) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(b) (1) Licensee is exclusively responsible for the supervision, management and control of the onsite Software and all protections of Licensor's proprietary rights in the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for any purpose other than to benefit TMA without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(2) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to subcontractors for the purpose of facilitating TMA business including using such Software for internet utility billing payments per this Agreement. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect Licensor's proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee . No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced, provided or otherwise made available to any person, other than authorized employees of the Licensee or to qualified subcontractors in conformity with this Agreement.

(c) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b)(1) or maintenance fee referenced in paragraph 1 (b) (2) and shall be charged to, and paid for, by the Licensee.

3(a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

3(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(1) Was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed to be excluded from the confidentiality protection;

(2) Becomes available as public knowledge through no breach of this Agreement by Licensee;

(3) Is released by express written permission given by Licensor; or

(4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return all such Software and any improvements to the Software to Licensor. Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control and Licensee shall execute a destruction certificate in any format designated and/or supplied by Licensor.

5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship; and that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b) (1) Licensor must be timely notified of any malfunction of the Software by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by Licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This license shall be governed under the laws of the State of Illinois.

7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.

8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee at 13051 S. Greenwood Avenue Blue Island, IL 60406 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, or such new address as either Party may designate.

9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing and agreed to by both Licensor and Licensee.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Third Millennium Associates, Inc.

City of Blue Island, Illinois

Licensor

Licensee

By \_\_\_\_\_ *James Leada* \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_ President \_\_\_\_\_

Title \_\_\_\_\_

## VEHICLE LICENSE SOFTWARE AGREEMENT

THIS AGREEMENT is made by and between Third Millennium Associates, Incorporated, its subsidiaries and assigns, located at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555, an Illinois corporation, hereinafter referred to as Licensor or TMA, and the City of Blue Island 13051 S. Greenwood Avenue Blue Island, Illinois 60406, hereinafter called Licensee, WITNESSETH:

WHEREAS, Licensor has certain proprietary rights to the copyrighted software originated by Licensor, (the Software), that maintains and updates the Software necessary for the issuance and reissuance of vehicle stickers, with additional usages available to such Software when modified; and

WHEREAS, Licensor will license such software to Licensee solely for the benefit of Third Millennium Associates (TMA) and TMA's customers, clients, and accounts on a non-exclusive basis for use by Licensee only at Licensee's premises specified above, for use in Licensee business operations only in association with TMA billing services or Licensee internal billing and mailing necessary to facilitate TMA business, with no right accorded Licensee to relocate, to sublicense or in any other manner to disclose any part of such Software except as permitted hereinafter, all or part of the Software to anyone not a party to this agreement, including, but not limited to, affiliates, joint venture partners, subcontractors, marketing survey firms or consultants working with or providing support to Licensee;

NOW THEREFORE, for the mutual covenants, considerations and promises as herein-after set forth, the Licensor and Licensee do hereby agree as follows:

1(a) Licensor hereby grants to Licensee, and Licensee hereby accepts, upon the terms and conditions hereinafter set forth, a non-exclusive, non-assignable license to use the Software for the purposes set forth above until Licensor discontinues Licensee's use of the Software. Either Licensor or Licensee may terminate this agreement (without cause) prior to that date only if the other party has received written notice by certified mail, return receipt requested, that it is in default and such default has not been corrected within thirty calendar days after the mailing date of such notice. The return receipt shall be conclusive proof of the delivery of such notice of termination.

1(b) The Licensee shall pay a license fee to Licensor of \$4,995.00 at the time of execution of this agreement, or as otherwise agreed. No portion of which shall be refundable.

1(c) The Licensee shall pay an annual license maintenance fee of \$995.00 to Licensor for its services in the maintaining and upgrading of the Software, such fee to be adjusted by TMA at its option at annual intervals. The maintenance fee hereunder shall be due at the time of execution of this agreement and on each anniversary of this agreement. Failure to use the services of TMA for such maintenance and upgrading shall result, at the option of Licensor, in an immediate termination of this agreement and result in a return of the Software to Licensor.

EXHIBIT B

2 (a) The License granted hereunder may not be sublicensed nor have any rights in it granted by Licensee to any person or entity not a party to this contract. All other right, title and interest in and to the Software in any media form whatsoever shall remain with the Licensor. This license permits use of the software only for the benefit of TMA and only in connection with its use on the premises of Licensee and related field operations and for such purposes as specified herein.

(b) Licensor will not have any right, title or interest in any media form in which the Software may be incorporated by Licensee except to the extent that it may require Licensee to delete the Software from such media form at the termination of the initial license period or any extension thereof.

(c) Licensee is exclusively responsible for the supervision, management and control of the Software. Licensee shall use its best efforts not to permit the use of the Software by any third party and not to disclose any portion of the Software to any third party, nor copy it for the purposes of the Licensee, without the prior written consent of the Licensor, which shall not be unreasonably withheld.

(d) Notwithstanding any other clause to the contrary, nothing in this agreement shall prohibit Licensee from partially disclosing the Software to necessary subcontractors for the sole and limited purpose of properly using such Software in the licensing and re-licensing of City stickers issued by Licensee only to benefit TMA per Licensee's agreement with TMA. Said subcontractor(s) shall be required to sign a confidentiality agreement consistent with that required by Licensor and signed by Licensee and designed to protect the proprietary information contained within the Software. TMA will be provided with copies of such agreements by Licensee. No information relating to the Software furnished by the Licensor to the Licensee in any form may be copied or otherwise reproduced or provided or otherwise made available to any person, other than employees of the Licensee or to subcontractors in conformity with this agreement.

(e) The non-universal updating and improvement of the Software for the specific and exclusive uses of the Licensee shall be performed exclusively by the Licensor. The costs of such services are not included in the license fee designated hereinbefore at paragraph 1 (b) or maintenance fee located at 1 (c), and shall be charged to, and paid for, by the Licensee.

(f) The Software shall be used only in conjunction with Licensor mailing services, Licensor on-line services and any other ancillary services provided by or on behalf of Licensor exclusively.

3 (a) Licensee affirms that the proprietary information that comprises the Software licensed under this agreement is the sole and exclusive property of the Licensor.

(b) Information within the Software shall not be considered proprietary or subject to confidentiality protection if it:

(b1) was known to Licensee before introduction of the Software by Licensor, and Licensee informs Licensor in writing of the specific aspect of the Software claimed;

(b2) Becomes available as public knowledge through no breach of this agreement by Licensee;

(b3) Is released by express written permission given by Licensor; or

(b4) Was developed by Licensee independent of any assistance from Licensor.

4. Thirty (30) days after termination of this license or after the use of the Software has been discontinued by the Licensee, Licensee agrees to return such Software and any authorized improvements to the Software, and Licensor shall have the right to destroy, or have destroyed, the Software previously licensed. At its sole option Licensor may request Licensee to destroy all such Software in Licensee's possession or control, and execute a destruction certificate in any format designated and/or supplied by Licensor.

5(a) Licensor warrants that the software licensed hereunder will be free from defects in material and workmanship for a period of ninety (90) days from the date of receipt to Licensee; that such Software will be fit for the ordinary purposes for which such software is used; and that Licensor has a good title to such software.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY.

(b)(1) Licensor must be notified of any malfunction of the Software within the 90-day period mentioned above by written notice to the address specified at paragraph 8.

(2) This warranty does not extend to any addition, substitutions or changes made by Licensee in the Software, and the making of such additions, substitutions or changes by Licensee shall completely void any warranty heretofore offered by licensor for such Software. This provision does not apply to changes made in the Software which are necessary to preserve such Software in an emergency situation, provided Licensor is promptly notified of such situation and all changes made.

(c) Licensee's exclusive remedy for breach of any warranty pertaining to the Software shall be limited to replacement of all or any portion of such Software; provided, however, that Licensor shall have received written notice of such breach of warranty from the Licensee, specifying the nature of such breach of warranty within ninety (90) days from the date of initial receipt of the Software by licensee, or from the date of issuance and installation of any update to the Software. In no event shall Licensor be liable for claims of indirect or consequential damages.

6. This license shall be governed under the laws of the State of Illinois.
7. Neither Licensor nor Licensee shall be responsible for failure to fulfill their obligations under this license due to circumstances or causes beyond their control.
8. Any notices necessary hereunder shall be in writing and sent certified mail with return receipt requested to Licensee, attention of the Finance Director at City Hall, 40 Madison Street Blue Island, IL 60153 or to Licensor at 4200 Cantera Drive, Suite 105 Warrenville, IL 60555 or such new address as either Party may designate.
9. This instrument constitutes the entire agreement between Licensor and Licensee, and any changes hereto must be made in writing, and agreed to by both Licensor and Licensee.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Third Millennium Associates, Inc.

City of Blue Island,

Licensor

Licensee

By  \_\_\_\_\_

By \_\_\_\_\_

Title C.E.O. \_\_\_\_\_

Title \_\_\_\_\_

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

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**RESOLUTION  
NUMBER 2014-024**

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**A RESOLUTION AWARDING CONTRACT BID FOR  
COMPLETION OF CERTAIN ASPECTS OF THE CAL-SAG  
PROJECT AND AUTHORIZING EXECUTION OF AGREEMENT  
BETWEEN TO THE LOWEST RESPONSIBLE BIDDER AND  
CITY OF BLUE ISLAND**

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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 BILOTTO  
KEVIN DONAHUE  
CANDACE CARR  
KENNETH PITTMAN  
JAIRO FRAUSTO  
JAMES JOHANSON**

**Aldermen**

## **RESOLUTION NO. 2014-024**

### **A RESOLUTION AWARDING CONTRACT BID FOR COMPLETION OF CERTAIN ASPECTS OF THE CAL-SAG PROJECT AND AUTHORIZING EXECUTION OF AGREEMENT BETWEEN TO THE LOWEST RESPONSIBLE BIDDER AND CITY OF BLUE ISLAND**

Whereas, the City of Blue Island has the authority to contract and be contracted with pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, it is the desire and intent of the City Council to award a contract to the lowest responsible and responsive bidder in compliance with the reasonable and stated specifications for the Cal-Sag Trail Signage Project;

Whereas, the notice for the Cal-Sag Trail Signage Project RFP was published for three weeks on the Illinois Department of Transportation website beginning on February 28, 2014;

WHEREAS, sealed bids received from bidders were evaluated to determine the lowest responsible and responsive bidder who submitted a bid in compliance with the reasonable and stated specifications;

Whereas, the bid process was overseen by URS Corporation and the bid tabulation is attached hereto as Exhibit A;

Whereas, the lowest bidder's submission did not conform to the bid specifications and was thus excluded from consideration;

Whereas, URS Corporation, after full consideration of all bids submitted, finds that Western Remac submitted the lowest responsible and responsive bid that conformed to the specifications, which bid attached to and made part of this resolution by reference as Exhibit B;

Whereas, URS Corporation has made a recommendation with respect to the award of the contract, attached as Exhibit C;

Whereas, the appropriate officials, committees and agents have considered and reviewed the attached bid and find the same to be in the best interests of the City and other affected entities for the completion of certain aspects of the Cal-Sag Trail Project;

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

**SECTION 1: BID AWARD**

That the bid will be awarded to Western Remac for the amounts specified in Exhibit B.

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

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 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
 22<sup>nd</sup> day of April, 2014.

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

**PUBLISHED** in pamphlet form this  
 22<sup>nd</sup> day of April, 2014.

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





**Illinois Department of Transportation**

**Proposal / Contract Cover**

PROPOSAL SUBMITTED BY		
WESTERN REMAC, INC.		
Contractor's Name		
1740 INTERNATIONALE PKWY		
Street	P.O. Box	
WOODRIDGE, IL	60517	
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook

City of Blue Island  
(Name of City, Village, Town or Road District)

- ESTIMATE OF COST
- SPECIFICATIONS
- PLANS
- MATERIAL PROPOSAL
- DELIVER AND INSTALL PROPOSAL
- CONTRACT PROPOSAL
- CONTRACT
- CONTRACT BOND

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Cal-Sag Trail

SECTION NO. 09-00182-00-LS

TYPES OF FUNDS TCSP

**For Municipal Projects**

Submitted  
Approved/Passed 8/17/12 Date

*Mary Paulsen*

Mayor  President of Board of Trustees  Municipal Official

**For County and Road District Projects**

Submitted/Approved \_\_\_\_\_ Date \_\_\_\_\_

Highway Commissioner

Submitted/Approved \_\_\_\_\_ Date \_\_\_\_\_

County Engineer/Superintendent of Highways

**Department of Transportation**

Released for bid based on limited review

Date \_\_\_\_\_

Regional Engineer

Concurrence in approval of award

Date \_\_\_\_\_

Regional Engineer



**Illinois Department of Transportation**

**Notice of Material Letting**

1. Sealed proposals will be received in the office of the Village of Palos Park, 8999 W. 123<sup>rd</sup> Street until 11:30 o'clock A M., 3/18/14 Date for furnishing materials required in the construction/maintenance of Section 09-00182-00-LS County Cook Municipality City of Blue Island Road District \_\_\_\_\_ and at that time publicly opened and read.
2. Proposals shall be submitted on forms furnished by the Local Agency which may be obtained at the office of URS, 100 S. Wacker Dr., Suite 500, Chicago and shall be enclosed in an envelope endorsed "Material Proposal, Section 09-00182-00-LS
3. The right is reserved to waive technicalities and to reject any or all proposals.
4. **Proposal Guaranty.** A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Material Proposals, will be required. Bid bonds  will  will not be allowed as proposal guaranties.
5. **Contract Bond.** The successful bidder at the time of execution of the contract  will  will not be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.

By Order of City of Blue Island  
 (Awarding Authority)  
Randy Heuser, City Clerk  
 (County Engineer/Superintendent of Highways/Municipal Clerk)

08/17/2012  
 Date

**Material Proposal**

To City of Blue Island  
 (Awarding Authority)

If this bid is accepted within 45 days from date of opening, the undersigned agrees to furnish any or all of the materials, at the quoted unit prices, subject to the following:

1. It is understood and agreed that the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 and the "Supplemental Specifications and Recurring Special Provisions", adopted, January 1, 2014 prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
2. It is understood that quantities listed are approximate only and that they may be increased or decreased as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit price stated and that bids will be compared on the basis of the total price bid for each group.
3. Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or places on the road designated by the awarding authority or its authorized representative.
4. The contractor and/or local agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.
5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
6. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

Discounts will be allowed for payment as follows: 1 % 30 calendar days: 2 % 15 calendar days.

Discounts will not be considered in determining the low bidder.

Bidder WESTERN REMAC, INC By [Signature] (Signature)  
 Address 1740 INTERNATIONALE PKWY - WOODRIDGE, IL 60517 Title VICE PRESIDENT





Route Local Roads
County Cook
Local Agency Cal-Sag Tri Wayfinding & Sig
Section 09-00182-00-LS

RETURN WITH BID

PAPER BID BOND

WE WESTERN REMAC, INC. 1740 INTERNATIONALE PARKWAY, WOODRIDGE, IL 60517 as PRINCIPAL,
and TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA as SURETY,

are held jointly, severally and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 18TH day of MARCH 2014

Principal

WESTERN REMAC, INC.
By: [Signature] - V.P.
(Company Name)
(Signature and Title)

By:
(Company Name)
(Signature and Title)

(If PRINCIPLE is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

TRAVELERS CASUALTY & SURETY CO. OF AMERICA
(Name of Surety)

Surety

By: [Signature]
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF WILL
MICHELLE VONCH

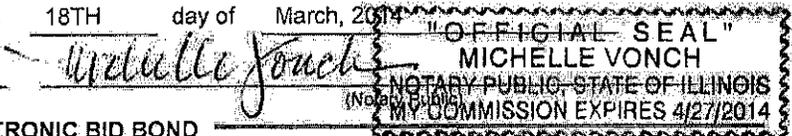
, a Notary Public in and for said county,
do hereby certify that TODD FIEGL AND AGNES FROEMEL

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18TH day of March, 2014

My commission expires April 27, 2014



ELECTRONIC BID BOND

[ ] Electronic bid bond is allowed (box must be checked by LA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

(Company/Bidder Name)

(Signature and Title)

Date



March 31, 2014

Mary Poulsen  
Community Relations Director  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, IL 60406

Reference: Cal-Sag Trail Signing and Wayfinding  
Section No.: 09-00182-00-LS  
Project No.: TCSP-08IL(026)  
City of Blue Island  
Cook County  
Job No.: C-91-043-11

Dear Ms. Poulsen:

On March 18, 2014, four (4) contract proposals were received and opened for the referenced improvement. Bid tabulations are enclosed for your information. The lowest proposal was received from Valley City Sign, in the amount of \$366,782.23.

Upon review of the proposals received it was noted that Valley City Sign had added conditions to the bid documents, including;

- 1) "Please note that the pricing does not follow the specifications given. Some specifications were changed for ease of fabrication along with providing more economical pricing." – Valley City Sign is proposing an alternate to materials specified. The proposed change does not meet the requirements of the proposed specification.
- 2) "Valley City Signs reserves the right to review pricing if quantities change." – The Standard Specifications, Article 109.03 Increased or Decreased Quantities states whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal.
- 3) "Customer will need to supply off-loading means." – The bid documents clearly state all costs associated with coordination, delivery and unloading will not be paid for separately, but will be considered incidental to the overall costs of the project.
- 4) "Terms, 50% Down, Balance before installation". – The Standard Specification, Section 109 Measurement and Payment, provides the terms and conditions for the contract.

The Standard Specification provide that the awarding authority reserves the right to reject any proposal if there are omissions, erasures, alterations, unauthorized additions, conditional or alternate

URS Corporation  
100 South Wacker Drive, Suite 500  
Chicago, IL 60606  
Tel: 312.939.1000  
Fax: 312.939.4198

EXHIBIT  
C



bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning. We therefore recommend the proposal received from Valley City Sign be rejected.

The second lowest proposal was received from Western Remac, Inc. in the amount of \$440,226.00. Western Remac, Inc. is prequalified with the Illinois Department of Transportation. We have worked with Western Remac in the past and have found them to be a reliable and efficient contractor. We, therefore, recommend that the contract for the referenced improvement be awarded to Western Remac, Inc. Upon your concurrence, we will prepare the necessary contract documents for execution and processing.

If you have any questions or require any additional information, please do not hesitate to contact Dave Landeweer or myself.

Sincerely,

**URS Corporation**

A handwritten signature in black ink, appearing to read "David C. Nissen".

David C. Nissen  
Construction Group Manager

attachment

**Committee Restructuring Sub-Committee Report  
for Meeting on March 31, 2014**

The meeting was called to order at 7:00 pm

Present: Aldermen Hawley, Ostling, Carr, and Johanson

Also present: City Attorney Raines

Absent: Alderman Rita

The draft ordinance was reviewed. Ald. Hawley said once this committee was OK with the ordinance, it would be brought to Mayor Vargas for his approval. If he agreed with it, it would then be brought to City Council for approval and then implemented.

There was some discussion about whether a Recreation Committee should be set up or if those duties could be part of the Community Development Committee. Ald. Carr expressed concern about some people being on three committees. It was determined that the current size of the Community Development Committee was proposed to be smaller and that 3 of those members could be switched to the new Recreation Committee.

The ordinance was reviewed. Ald. Johanson liked the committees having some input on the budget for the departments reporting to them. Attorney Raines said the Appropriations and Budget is supposed to be done by the Budget and Finance Director under the direction of the Mayor. Ald. Johanson clarified that the intention was not to usurp the authority of anyone or any other committee. We were just looking to have input. Attorney Raines was going to suggest that a report be submitted to the Mayor with their recommendations. Ald. Ostling and Ald. Carr were thinking the Department Heads would be in the best position to make the recommendations. It was decided that the language would be adjusted. The intention was the Department Heads would bring their reports to their committees just to have a little awareness of what is going to be presented.

City Attorney Raines confirmed that she is at the City on Tuesday. Ald. Ostling will be moving her meeting date, if it is approved by the rest of the committee, to the first Tuesday of every month at 6 pm so that City Attorney Raines could be at those meetings. It was agreed that she needs to be at Judiciary's meeting. City Attorney Raines will check with the Mayor to see if that would be OK.

After discussion of the Ordinance was finished and all were OK with where that is, the Committee then started to discuss how things were to move through the Committees. Ald. Hawley said there have been complaints about what does go through Committee and what doesn't. City Attorney Raines has said that nothing really needs to go through Committee bringing to question why we have Committees. We want to clarify how things should move through Committees.

City Attorney Raines spoke to that saying that there is not requirement that anything go through Committee first. Some municipalities have it set up that routine things (handicap parking ordinances, special use permits) would go through committees. Some municipalities have committees that only meet when there is something to discuss. Some municipalities would delegate New Business items that come up at City Council to Committees for consideration by a member of the Council or by the Mayor. Once assigned, the Committee would report back to the City Council what their findings and recommendations were. It's up to us how we want it to work.

Ald. Johanson expressed frustration on how some things go through Committee and then are expected to be on the next City Council agenda and they aren't and then some things go directly on to the agenda without any Committee. There's confusion as to what needs to go to committee and WHAT committee issues are supposed to go to. City Attorney Raines said things can go to multiple committees or it could go to one of them over the other. If it's an ordinance that is going to affect the general public (ie. Stop sign, parking restrictions, etc.), what is the process? Should they fill out a form requesting an action? There is a constituent complaint form currently. There should be some form developed for Aldermen to be able to put in their requests and then it gets assigned to a committee. Right now, constituents complain about something and the aldermen report it and then what happens? Sometimes we hear about something happening and sometimes we don't. A form should be developed for Aldermen to fill out and report something. They need to be fillable pdfs.

Ald. Hawley likes the idea of something coming up at City Council and then being assigned to Committee at the recommendation of an Alderman or by the Mayor. That way, everyone knows what is going to Committee and what is on the agenda. Ald. Johanson and Ald. Carr like the Committee structure where things are talked about in Committee and then comes to Council. They feel if it has been talked about in Committee and they are OK with it, it gives a little more comfort to them to be OK with it.

City Attorney Raines suggested delegating the decision making process for what committee things go to the Mayor. She will meet with the Mayor and decide what to do. A recommendation to have a meeting of the whole with the Council to discuss this. The Mayor really decides what should go to committee and if it should go to multiple committees.

City Attorney Raines said she is working on an Ordinance establishing the organization of the Departments and appointed officials. It lays out the official City Departments and their titles. It lays out which positions are appointed and are a guaranteed one year appointment versus which are hired, at-will employees. It approves the adoption of a Personnel Policy and Procedure Handbook that will apply to all City Officials and employees. It puts a structure in place so there is no longer any question of who's in charge, who reports to whom and what they are expected to do. That will be on the April agenda because it needs to be passed before April 30<sup>th</sup>.

It was decided that a form should be developed for Aldermen to request things like stop signs, etc. that would document the request, give reasons why they think it is needed, etc. It would then go to committee who would consider it. Anything dealing with Revenues and Expenses would go to Finance, but each Department will have a budget and the Department Heads and Directors will be charged with keeping track of it. The forms would go to the City Clerk's Office who would then decide under the direction of the Mayor what would go to which committee and then it would be sent to the Committee Chair to put on the agenda. There would then be a paper trail and proper documentation would always be sent to the Committee.

Because this process affects all of the Aldermen, we should have a Special Council Meeting on how this will work so that everyone is on board with the process and agrees with the process and procedure. City Attorney Raines will speak to the Mayor about setting this up.

It was moved by Ald. Carr and seconded by Ald. Ostling to adjourn. All in favor and the meeting adjourned at 8:40 pm.

Respectfully submitted,

Tom Hawley, Chairman

**Community Development Committee Report  
for Meeting on April 9, 2014**

The meeting was called to order at 7:05 pm

Present: Aldermen Hawley, Vieyra, Bilotto, Carr, Ostling  
Absent: Alderman Thompson, Frausto

Also Present: Jason Berry, Building Department; Treasurer Bilotto;

Mark Churn, Spark Energy representative, wants to get approval for people to go door to door to speak with people to educate residents about Green Energy. Since they aren't on the agenda, we can only listen and not take any action. They were looking to get started as soon as approved. They would like an annual license to spread people out, if it is a shorter period, they would send more in during a concentrated time. They have submitted their application to Liz Florez in the Building Department and spoke with Linda Podgorski in the Clerk's Office about fees involved. They would be out around 1:30 pm to 7:30 pm during the day. The Committee is referring it the Council with a recommendation to approve the application. Ald. Ostling moved to refer it directly to the City Council for approval. Ald. Carr seconded. Motion passed.

The committee then reviewed the Building Department report for March.

**Island Sports Bar & Grill 13414 Western Ave**

Per the Tuesday February 18, 2014 meeting before the liquor commissioner, the following actions were

- Capacity for the venue was reduced to 200 patrons;
- Age limit for patrons were increased to 30 years of age after 8PM; and
- Weekend closing time for the establishment is now 2:15AM

There has been no notification of any issues down at the Island Sports Bar & Grill.

**PLAN COMMISSION AGENDA ITEMS**

- Review of Sign Ordinance

**ZONING BOARD OF APPEALS AGENDA ITEMS**

- Variation - 12851 Clinton: Applicant will be seeking a variation of the property lot line to allow for the construction of an addition to the home within the rear yard of the property.

**APPROVED BUSINESS LICENSES**

**T&B Associates (Home Business) 2017 Walnut St**

The home business as presented is a **PROFESSIONAL OFFICE** (Employment Search Firm) located in the R-1: Single Family Residential District. As of the date of this report, the home business is permitted to operate.

**PENDING BUSINESS LICENSES**

**Vintage Hair Boutique 12149 S Western Ave**

The business as presented is a **RETAIL ESTABLISHMENT** located in the C-2: Highway Commercial District. Upon inspection of the premises, the business owner was given a list of items that must be completed from the building and fire inspectors prior to the issuance of a business license. As of the date of this report no re-inspection has been requested by the business owner.

**It Takes a Village 1843 Oak St**

The home business as presented is a **HOME DAY CARE** located in the R-1: Single Family Residential District. Per the zoning ordinance as written this is a permitted business and must comply with the rules as established by the Illinois Department of Children and Family Services. As of the date of this report, the owner has not received authorization to from the Department of Children and Family Services to open.

**Allied Cleaning Services, Inc. 12761-63 Western Ave**

The business as presented is a **PERSONAL SERVICE ESTABLISHMENT: PROFESSIONAL OFFICE** (pest control cleaning) located in the C-2: Highway Commercial District. The owner will be performing a building out of the space.

**Blue Island Beer Company** 13357 S Olde Western Ave

The business as presented is a **MANUFACTURING (ARTISAN)** use which will consist of brewery manufacturing of beer for wholesale distribution and retail sales in taproom located in the U-TOD: Uptown Transit Oriented Development District. The owner will be performing a building out of the space. The use will require a special use permit thus requiring a recommendation by the Zoning Board of Appeals with final determination by the City Council. They have an appreciation for Blue Island history and will be the first brewery to open in Blue Island since prohibition.

**All Area W&W Towing, Inc.** 2217 W 135th Pl Suite 3E

The business as presented will consist of vehicle impound/towing located in the I1: Limited Industry District. As of the date of this report no inspections have been scheduled. Additionally, the business owner will be assessed a penalty of \$100.00 for operating a business without a proper business license.

Mr. Crite presented the Building Department report for March 2014:

	March 2014 Activity		Year to Date	
	QTY	Revenue	QTY	Revenue
Building Permits	47	\$ 2,885.00	110	\$ 9,695.00
Plumbing Permits	10	\$ 845.00	23	\$ 1,825.00
Electrical Permits	7	\$ 960.00	27	\$ 3,910.00
Penalties	1	\$ 300.00	14	\$ 1,575.00
Stop Work Orders			15	\$ -
Apartment Inspections	34	\$ 1,435.00	72	\$ 2,630.00
Residential Inspections	31	\$ 3,200.00	61	\$ 6,615.00
Commercial Inspections		\$ -	8	\$ -
Health/License Inspections		\$ -	65	\$ -
Elevator Inspections	16	\$ 2,240.00	21	\$ 2,816.00
Not Approved for Occupancy		\$ -	6	\$ -
Code Violations (Door Tags)	0	\$ -	79	\$ -
Court Summons Issued	0	\$ -	0	\$ -
Housing Court Fines Issued	1	\$ 50.00	5	\$ 300.00
Vacant Properties Registered	15	\$ 3,000.00	42	\$ 8,500.00
Vacant Properties Inspected	9	\$ 4,700.00	19	\$ 9,400.00
Contractor Registrations	30	\$ 3,115.00	75	\$ 7,615.00
Street Openings	1	\$ 175.00	1	\$ 175.00
Parkway Openings			0	\$ -
Misc/Wrecking	10	\$ 1,610.00	46	\$ 10,995.00
Sewer Permit	0	\$ -	0	\$ -
Board-Up	0	\$ -	0	\$ -
Garage Sale	0	\$ -	1	\$ 5.00
Business Licenses Issued			0	\$ -
Zoning	0	\$ -	0	\$ -
<b>Total</b>		<b>\$ 24,515.00</b>		<b>\$ 66,056.00</b>

This reflects a short period with the new fee structure. They are keeping a record of what the affect of the new structure is on the revenues. It has been good.

Ald. Ostling asked if there has been a change in the chain of command at the Building Department. Mr. Berry reported that, yes, he would say there has been. Mr. Crite is responsible for all inspectors. Director Rita has asked that Mr. Crite

oversee all of the inspectors since he is aware and signing all permits. They are trying to improve/professionalize the department a little by orientating things towards projects. They just created a property maintenance schedule. They created 7 zones. On Monday, if a person is on Code Enforcement, they are in a certain area, etc. They hope in the next year to have all of the inspectors certified. We have adopted the International Code Council Code Book. They offer certification courses. Mr. Berry is currently the only one certified. The City is moving toward formalizing the procedures followed and professionalize the Department by following the Code we have adopted. Mr. Crite is leading training for that. It costs about \$150 for the test. They have talked about the City paying for the first attempt. If they don't pass, they would need to pay for subsequent testing. There are a number of different Certifications offered. All of the inspectors are part time at this point. Mario is still full time. He is working on facilities maintenance and inspections. If we have tag issues, we should send them to Nic or Jason.

Ald. Ostling asked about if there was a form to fill out with requests. We do have a complaint form, but it's not available for fillable pdf. Ald. Vieyra and Hawley would like to see fillable forms. Mr. Berry asked if there was something that would be a little more efficient? He will check tomorrow and send out the form that is available. What is the best way for follow up? Email would be fine.

Ald. Hawley and Ostling asked where Mr. Berry fits in. His title is Deputy Director for Planning and Building. Most of the projects he is working on are long-range projects. He likes putting Planning and Building Department together is a good thing. Once a sign ordinance is passed through Planning and Zoning, it's then up to the Building Department to enforce it. There are lots of projects that are big in scope and straddle finding the opportunity and the need in the Planning part of it and making it happen and enforcement in Building Department. He works on long range projects. He's been working on getting the Brewery here for over a year. Having Rock Island Public House in town, made it possible to attract the Brewery. Now he will work on what's next. His job is to make Blue Island an economically viable community.

He's been working on making Western Ave. 2-way. They have finally gotten IDOT to say it is feasible. But they also said it's not included in their funding for 2014-2019. So part of what he will work on is getting the funding together to start this process. This is a long-term project. 5 to 6 years away, at least. Part of his job is keeping it on the radar and help keep it moving. Business retention and expansion is another area they are working on. They have created a database of vacant buildings with square footage, how much rents are, etc. Be aggressive about grants.

The sign ordinance has been sent to Judiciary for review. The Community Development Committee is listed in there as being the appeal process and approving variations. Plan Commission has developed this ordinance. If a proposed sign meets the ordinance, they have to approve it. There are two types of signs that would require a special use permits: roof top signs on Olde Western and billboards. Any permitted signs (the owner obtained appropriate permits), would be grandfathered in. Any signs put up without a permit would be subject to the ordinance. The old sign ordinance was passed in 1971 and doesn't address things like electronic signs since they were not around then. This new ordinance addresses those types of signs and allows in some areas and not in others. Once the City Council is good with it, we will go to the Chamber and ask for their support in getting the information out to their members and helping to educate them.

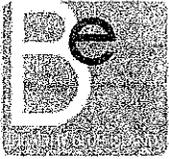
As with many things, enforcement is necessary. There are enforcement provisions are in the sign ordinance as well. It is as comprehensive as possible so that it is all covered in one ordinance. It can be given to a business owner and they will know all of the standards, requirements, variation process and enforcement. It will help provide consistent regulations in signage around town. We're not looking to push aesthetics on an owner. The business owner can decide what kind of signage works best for their business, but within regulations that can be enforced consistently. Ald. Hawley suggested sending out some notification to the business owners. Ald. Carr would like to make sure the businesses don't feel like they can't do anything. Ald. Vieyra said the business owners need to be educated to ask before purchasing signs. The problems come when people don't apply and do whatever they want and others feel very restricted if they follow the rules. It needs to be consistently applied and enforced. Ald. Vieyra wants the information easily accessible online as well as printed.

There being no further business, it was moved by Ald. Ostling and seconded by Ald. Bilotto to adjourn. Motion passed and the meeting was adjourned at 8:30 pm.

The next meeting is scheduled for Wednesday, May 13, 2014 at 7 pm in the City Council Chambers.

Respectfully submitted,

Tom Hawley, Chairman



**Blue Island community Health Coalition**

**Request for Street Closings**

The **Blue Island Community Health Coalition** in partnership with **Active Transportation Alliance** (formerly the Chicagoland Bicycle Federation) would like to host an **Open Streets Event** on **Sunday, June 8, 2014, from 1:00 - 4:00pm**. We are requesting the closing of **Greenwood Avenue from 119<sup>th</sup> Street to 127<sup>th</sup> Street** (123<sup>rd</sup> Street will remain open), **from Noon until 5:00pm on June 8<sup>th</sup>** (hour prior and after the event are for set up and clean up).

*Open Streets* is an event that aims to promote community culture, safe, car-free public space, and provide a chance for families to experience Blue Island in a new way. During the 3 hour period, Greenwood Avenue from 119<sup>th</sup> to 127<sup>th</sup> will have gardening displays, kid's play areas, bike obstacle courses, and much, much more. The event promotes an active and healthy lifestyle. Some of the participating organizations include:

- Active Transportation Alliance
- Agency for Toxic Substance Disease Registry (ATSDR)
- American Heart Association (AHA)
- Blue Island Bike Club
- Blue Island Park District
- Blue Island Public Library
- Blue Island Residents
- California Gardens Community Gardens
- Carr Gardens
- City of Blue Island
- Cook County Public Health Department
- Curves Blue Island
- F.U.T.U.R.E Foundation
- Memorial Park Community Garden
- Metropolitan Family Services
- MetroSouth Medical Center
- Pronger Smith Medical Center
- School District 130
- School District 218

Your consideration is appreciated.

Mary Poulsen  
Blue Island Community Health Coalition  
Communications Committee

Attachments: - Blue Island Community Health Coalition Overview  
- Street Closing Request Map

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

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**ORDINANCE  
NUMBER 2014-020**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 2622 GRUNEWALD 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 BILOTTO</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. 2014-020**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2622 GRUNEWALD 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 these portions of the streets within the City of Blue Island, as hereinafter designated, are hereby restricted for handicapped parking only:

- a) On the north side of Grunewald Street in front of the residence whose common address is 2622 Grunewald 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 portions of the streets 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 22nd day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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 22<sup>nd</sup> day of April, 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  
22<sup>nd</sup> of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE  
NUMBER 2014-021**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 2332 123<sup>RD</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 BILOTTO</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. 2014-021**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 2332 123<sup>RD</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 these portions of the streets within the City of Blue Island, as hereinafter designated, are hereby restricted for handicapped parking only:

- a) On the north side of 123<sup>rd</sup> Street in front of the residence whose common address is 2332 123<sup>rd</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 portions of the streets 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 22nd day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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 22<sup>nd</sup> day of April, 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  
22<sup>nd</sup> of April, 2014.

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

PUBLISHED in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE  
NUMBER 2014-022**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 12440 MAPLE 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 BILOTTO</b>
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<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. 2014-022**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 12440 MAPLE 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 these portions of the streets within the City of Blue Island, as hereinafter designated, are hereby restricted for handicapped parking only:

- a) On the west side of Maple Avenue in front of the residence whose common address is 12440 Maple 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 portions of the streets 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 22nd day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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 22<sup>nd</sup> day of April, 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  
22<sup>nd</sup> of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE  
NUMBER 2014-023**

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**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN  
STREET AT OR NEAR 13121 CHICAGO 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 BILOTTO</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. 2014-023**

**AN ORDINANCE RESTRICTING A PORTION OF A CERTAIN STREET AT OR NEAR 13121 CHICAGO 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 these portions of the streets within the City of Blue Island, as hereinafter designated, are hereby restricted for handicapped parking only:

- a) On the east side of Chicago Street in front of the residence whose common address is 13121 Chicago 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 portions of the streets 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 22nd day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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 22<sup>nd</sup> day of April, 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  
22<sup>nd</sup> of April, 2014.

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

PUBLISHED in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE  
NUMBER 2014-024**

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**AN ORDINANCE RESCINDING HANDICAPPED PARKING  
RESTRICTIONS AT 2420 ORCHARD 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>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BILOTTO</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. 2014-024**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT  
2420 ORCHARD 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 2420 Orchard 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 Orchard 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 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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

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

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**ORDINANCE**  
**NUMBER 2014-025**

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**AN ORDINANCE RESCINDING HANDICAPPED PARKING  
RESTRICTIONS AT 2518 WALNUT 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>TOM HAWLEY</b>
<b>2nd Ward</b>	<b>LETICIA VIEYRA</b>	<b>CHARISSA BILOTTO</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. 2014-025**

**AN ORDINANCE RESCINDING HANDICAPPED PARKING RESTRICTIONS AT  
2518 WALNUT 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 2518 Walnut 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 Orchard 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 22<sup>nd</sup> day of April, 2014, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman BUCKNER					
Alderman HAWLEY					
Alderman VIEYRA					
Alderman BILOTTO					
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:** this 22<sup>nd</sup> day of April, 2014.

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

**ATTESTED** and **Filed** in my office this  
22<sup>nd</sup> day of April, 2014.

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

**PUBLISHED** in pamphlet form this  
22<sup>nd</sup> day of April, 2014.

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**CITY CLERK**