

# **AGENDA REGULAR MEETING**

**CITY COUNCIL OF THE CITY OF BLUE ISLAND, ILLINOIS  
May 28, 2013 – 7:00 P.M.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION OF THE JOURNAL OF PROCEEDINGS: Regular Meeting – May 14, 2013

CITIZENS WISHING TO ADDRESS THE COUNCIL REGARDING THIS EVENING'S BUSINESS

## REPORT OF CITY OFFICIALS

MAYOR: 1. NOTIFICATION OF ROAD CLOSURE FOR REPAIRS OF GRADE CROSSING AT 2600 WEST BROADWAY AVE. BEGINNING AT 7:00 A.M. ON JUNE 7<sup>TH</sup>, 2013

2. PROCLAMATION HONORING PUBLIC WORKS WEEK.

BIDS: 1. MOTION TO APPROVE STREET REHABILITATION OF GRUNEWALD, ORCHARD AND COLLINS STREET CDBG# 12-002

## CITY CLERK:

1. MOTION TO ENTER INTO A CONTRACT WITH AMERICAN LEGAL PUBLISHING CORPORATION FOR THE CODIFICATION OF THE CITY OF BLUE ISLAND ORDINANCES IN THE AMOUNT OF \$13,600.00

2. MOTION TO ENTER AN AGREEMENT WITH METROSOUTH MEDICAL CENTER TO ACCESS THE PARK/PAVILION FOR TGIF PICNICS.

3. MOTION TO APPROVE A REQUEST FOR A BLOCK PARTY AT 2304 WEST 120<sup>TH</sup> STREET.

4. MOTION TO APPROVE A REQUEST FROM BLUE CAP FOR A TAG DAY ON AUGUST 23<sup>RD</sup> AND AUGUST 24<sup>TH</sup>, 2013.

5. MOTION TO APPROVE A REQUEST FROM SCHOOL DISTRICT 130 FOR A BLOCK PARTY AT MAPLE AVENUE BETWEEN UNION AND HIGH STREETS ON MAY 31, 2013.

6. MOTION TO APPROVE A REQUEST FOR A BLOCK PARTY AT 2800 WEST BROADWAY (IN TRAILER PARK) ON MAY 25, 2013 BETWEEN THE HOURS OF 5:00 P.M. AND 10:00 P.M.
7. MOTION TO APPROVE A REQUEST FOR A BLOCK PARTY AT 13020 S. GREENWOOD AVENUE ON MAY 26, 2013 BETWEEN THE HOURS OF 2:00 P.M. AND 9:00 P.M.
8. MOTION TO APPROVE A REQUEST FROM AMERICAN LEGION POST 50 FOR THE 5<sup>TH</sup> ANNUAL VETERANS DAY PARADE ON NOVEMBER 11, 2013.

CITY TREASURER:

CITY ATTORNEY:

1. AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF BLUE ISLAND AND METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

COMMITTEE REPORTS

ADJOURNMENT

## **Notice of Road Closure**

**To the Residents of Blue Island:**

**CSX Transportation has notified the City of Blue Island that they will be closing the railroad crossing at the 2600 block of Broadway beginning at 7:00 a.m. on Friday, June 7th, 2013.**

**The road closure is scheduled to last approximately 6 weeks while CSX Transportation updates and re-grades the crossing. Detour signage will be provided during that time.**

## **Aviso-Cierre de Calle**

**A los Residentes de Blue Island:**

**La Compania de Transporte CSX ha notificado a la Ciudad de Blue Island que cerrara el cruce de ferrocarril de la cuadra 2600 Broadway el Viernes, 7 de Junio 2013<sup>a</sup> las 7:00 a.m.**

**El cierre de la calle esta programado a demorar aproximadamente 6 semanas mientras la Compania de Transporte CSX moderniza la interseccion. Proveeran letreros senalando desvios durante ese tiempo.**

City of Blue Island  
Office of the Mayor

## ***Proclamation***

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways public buildings; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Domingo Vargas  
Mayor of the City of Blue Island  
do hereby proclaim the week of May 26, 2013 as

## **“National Public Works Week”**

in the City of Blue Island and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works official make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the City of Blue Island,  
Illinois, this date: May 28, 2013.

Mayor Signature

SEAL



Thomas E. Nagle, PE.  
Direct Line: (708) 210-5690  
Email: tnagle@reltd.com

May 9, 2013

Project 12-641

Honorable Mayor Vargas and City Council  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, IL 60406

Attn: Mr. Randy Heuser, City Clerk

Re: Street Rehabilitation: Grunewald, Orchard, Collins St. – CDBG #12-002

Dear Mr. Heuser,

We've reviewed the bids that were opened at 10:00 AM on May 9, 2013, for the above referenced project, which included:

Contractor	Bid Amount
Gallagher Asphalt Corp.....	\$315,783.50
Crowley-Sheppard Corp.....	\$320,314.75
K-Five Corporation.....	\$324,856.75

The project is being funded with a Community Development Block Grant (CDBG) from Cook County in the amount of \$300,000.

The low bid is approximately \$16,000 over the available funding. The City will be requesting the additional funds from the County demonstrating the project is "shovel ready". If the County does not fund the additional \$16,000 the City could either fund the remaining amount from their corporate funds or the scope of the project can be reduced. The contract allows the City to reduce the scope of project without paying penalties to the contractor.

The engineers estimate for the project is \$342,000.00. The low bid was approximately eight (8%) percent under the engineer's estimate. Therefore, we recommend the City award the contract to the low bidder, Gallagher Asphalt Corp., in the amount of Three Hundred Fifteen Thousand, Seven Hundred Eighty-three Dollars and Fifty cents (\$315,783.15).

I have enclosed a copy of the bid tabulation for your reference. If you have any questions, please do not hesitate to call.

Very Truly Yours,

**ROBINSON ENGINEERING, LTD.**

Thomas E. Nagle, P.E.  
City Engineer  
ten/vp

R:\2012\12-641.B\Bid Doc\CDBG Award 01Lr.doc

Encl.

cc: Mr. Mark Miller, Mr. Matt Anastasia, Mr. Ken Stachulak, City of Blue Island (w/encl.)

10045 W. Lincoln Highway ◊ Frankfort, IL 60423-1272 ◊ (815) 806-0300 ◊ Fax (815) 806-0301 ◊ www.reltd.com

BOURBONNAIS, IL FRANKFORT, IL MINOOKA, IL OTTAWA, IL SOUTH HOLLAND, IL MERRILLVILLE, IN

**FORM 4D**

Subrecipient: City of Blue Island

Project Number: #12-002 Project Title: St. Rehabilitation: Grunewald, Orchard, Collins St.

Date of Bid Opening: May 9, 2013

REQUIREMENT	COMPLETED (X)
Made affirmative efforts to obtain a bid or bids from minority contractors. Must be documented.	X
Verified that EEO Certifications in the bid documents have been signed by all bidders.	X
Full Bid Tabulation (Attached)	X
Copy of Affidavit of Publication (Attached)	X
Have obtained a bid bond from <b>required</b> bidders to assure that, if a bid is accepted, the bidder will enter into a contract and furnish performance and payment bonds, as well as, furnish signed waivers of lien from all contractors, subcontractors, and suppliers.	X

<b>LOW BIDDER: Gallagher Asphalt Corporation</b>	Amount: \$315,783.50
ADDRESS: 18100 S. Indiana Avenue, Thornton, IL 60476	
<b>#2 BIDDER: Crowley Sheppard Asphalt Inc.</b>	Amount: \$320,314.75
ADDRESS: 6525 W. 99 <sup>th</sup> Street, Chicago Ridge, IL 60415	
<b>#3 BIDDER: K-Five Construction Corp</b>	Amount: \$324,856.75
ADDRESS: 13769 Main Street, Lemont, IL 60439	

Signed by: Thomas E. Nagle Date: 05 / 10 /2012

Title: Thomas E. Nagle, Project Engineer

Approved by Cook County: \_\_\_\_\_ Date: \_\_\_/\_\_\_/20\_\_\_

Davis Bacon Wage Determination General Decision IL

Modification No. and Date in Specification Booklet: \_\_\_\_\_

Modification No. and Date at time of Bid Opening: \_\_\_\_\_

# Tabulation of Bids

12-541

Location and brief description  
 Street Rehabilitation  
 Garyville, Orleans Parish, LA  
 CBEG12-002

Municipality: CITY OF BILVERLAND  
 Section: \_\_\_\_\_  
 Bid Letter: \_\_\_\_\_  
 Date: 5/9/13  
 Time: 10 AM  
 Estimate: 3,42,669.75  
 Approved by: \_\_\_\_\_

Bidder #1 & Address:  
 Gallagher Asphalt Corp.  
 18100 S. Indiana Ave.  
 Thornton, IL 60476

Bidder #2 & Address:  
 Crowley-Shoppard Asphalt, Inc.  
 6525 W. 95th Street  
 Chicago Ridge, IL 60415

Bidder #3 & Address:  
 Kaffee Construction Corp.  
 13765 Main Street  
 Lemont, IL 60439

Item No	Items	Unit	Quantity	Unit Price	Estimate	Unit Price	Total BID	Unit Price	Total BID	Unit Price	Total BID
1	TOPSOIL FURNISH AND PLACE 6"	SQ YD	1100	4.00	4,400.00	2.00	2,200.00	1.50	1,650.00	5.00	5,500.00
2	SODDING SALT TOLERANT (SPECIAL)	SQ YD	1100	3.00	3,300.00	8.90	9,790.00	11.00	12,100.00	6.00	6,600.00
3	EARTH EXCAVATION (SPECIAL)	C.Y.	140	55.00	7,700.00	48.00	6,720.00	55.00	7,700.00	60.00	8,400.00
4	AGGREGATE BASE COARSE, TYPE B	TON	140	24.00	3,360.00	44.00	6,160.00	33.00	4,620.00	41.00	5,740.00
5	ENTRE AND RIDE PROTECTION	EACH	16	200.00	3,200.00	120.00	1,920.00	125.00	2,000.00	80.00	1,280.00
6	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	600	2.00	1,200.00	3.45	2,070.00	2.50	1,500.00	1.00	600.00
7	AGGREGATE (PRIME COAT)	TON	15	20.00	300.00	0.01	0.15	1.00	15.00	1.00	15.00
8	HOT-MAX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	366	13.00	4,758.00	8.00	2,928.00	5.00	1,830.00	10.00	3,660.00
9	LEVELING BINDER (MACHINE METHOD), N36	TON	680	75.00	51,000.00	85.00	57,800.00	81.00	55,080.00	75.00	51,000.00
10	HOT-MAX ASPHALT SURFACE COURSE MIX 70% N30	TON	643	75.00	48,225.00	68.00	43,724.00	81.00	52,083.00	81.00	52,083.00
11	PORTLAND CEMENT CONCRETE SIDEWALK 3 INCH	SQ FT	3890	5.50	21,395.00	4.10	15,959.00	4.50	17,405.00	4.50	17,405.00
12	DETECTABLE WARNING	SQ FT	272	35.00	9,520.00	15.00	4,080.00	15.00	4,080.00	20.00	5,440.00
13	HOT-MAX ASPHALT SURFACE REMOVAL - ENTIRE	SQ YD	5918	3.00	17,754.00	6.25	36,987.50	3.00	17,754.00	2.50	14,795.00
14	CURB REMOVAL, SPECIAL	FOOT	1800	6.00	10,800.00	8.75	15,750.00	7.00	12,600.00	5.50	9,900.00
15	SIDEWALK REMOVAL, SPECIAL	SQ FT	3800	3.00	11,400.00	1.70	6,460.00	1.50	5,700.00	1.40	5,320.00
16	CLASS D PATCHES, TYPE II, 9 INCH	SQ YD	298	84.00	25,032.00	50.00	14,900.00	73.00	21,754.00	50.00	14,900.00
17	CLASS D PATCHES, TYPE III, 9 INCH	SQ YD	298	82.00	24,436.00	45.00	13,410.00	70.00	20,860.00	48.00	14,304.00
18	CLASS D PATCHES, TYPE IV, 9 INCH	SQ YD	298	80.00	23,840.00	40.00	11,920.00	67.00	19,966.00	46.00	13,708.00
19	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-412	FOOT	310	18.00	5,580.00	15.00	4,650.00	16.50	5,115.00	19.00	5,890.00
20	CONCRETE CURB, TYPE B	FOOT	1422	14.00	19,908.00	13.20	18,770.40	14.00	19,908.00	19.00	27,018.00
21	REMOVE MANHOLE STRUCTURE	EACH	4	400.00	1,600.00	430.00	1,720.00	370.00	1,480.00	450.00	1,800.00
22	VALVE BOXES TO BE ADJUSTED	EACH	4	200.00	800.00	145.00	580.00	315.00	1,260.00	150.00	600.00

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# Tabulation of Bids

**Location and brief description**  
 Street Rehabilitation  
 Greenwood, Oriental, Collins St  
 CDBG#812402

County: **CITY OF BLOEMINGDALE**  
 Municipality: **CITY OF BLOEMINGDALE**  
 Section: \_\_\_\_\_  
 Bidding Date: \_\_\_\_\_  
 Estimate: **342,669.75**  
 Appraised: \_\_\_\_\_  
 Attended by: \_\_\_\_\_

**Bidder #1 & Address:**  
 Gallagher Asphalt Corp.  
 18100 S. Indiana Ave  
 Thornton, IL 60476

**Bidder #2 & Address:**  
 Crowley-Sheppard Asphalt, Inc.  
 5525 W. 99th Street  
 Chicago Ridge, IL 60415

**Bidder #3 & Address:**  
 K-Fire Construction Corp.  
 13769 Main Street  
 Lombard, IL 60439

## LOW BIDDER

Item No	Items	Unit	Quantity	Unit Price	Estimate	Unit Price	Total BID	Unit Price	Total BID	Unit Price	Total BID	Unit Price	Total BID			
23	UTILITY STRUCTURE TO BE ADJUSTED	EACH	30	300.00	9,000.00	327.00	9,810.00	315.00	9,450.00	350.00	10,500.00					
24	UTILITY STRUCTURE TO BE ADJUSTED WITH NEW TYPE 1 FRAME AND LID SPECIAL	EACH	1	550.00	550.00	600.00	600.00	680.00	680.00	650.00	650.00					
25	MANHOLE TYPE A 4' DIA. TYPE 1 FRAME AND CLOSED LID	EACH	4	4500.00	18,000.00	3230.00	12,920.00	2810.00	11,240.00	3500.00	14,000.00					
26	THERMOELASTIC PAVEMENT MARKING - LINE 4"	FOOT	305	1.35	411.75	1.75	533.75	1.95	594.75	1.75	533.75					
27	THERMOELASTIC PAVEMENT MARKING - LINE 6"	FOOT	666	2.00	1,332.00	2.62	1,729.20	2.85	1,881.00	2.60	1,716.00					
28	THERMOELASTIC PAVEMENT MARKING-LINE 12"	FOOT	170	4.00	680.00	5.25	892.50	5.70	969.00	6.00	1,020.00					
29	THERMOELASTIC PAVEMENT MARKING - LINE 24"	FOOT	100	8.00	800.00	10.50	1,050.00	9.00	900.00	11.00	1,100.00					
30	THERMOELASTIC PAVEMENT MARKING-LAS	SQ FT	50	4.50	225.00	6.00	300.00	3.50	175.00	6.00	300.00					
31	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	16	45.00	720.00	70.00	1,120.00	50.00	800.00	64.00	1,024.00					
32	P.C. DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	110	55.00	6,050.00	53.00	5,830.00	60.00	6,600.00	56.00	6,160.00					
33	DECIDUOUS TREE, 2 1/2"	EACH	12	450.00	5,400.00	328.00	3,936.00	300.00	3,600.00	475.00	5,700.00					
34	MOBILIZATION	L.SUM	1	5000.00	5,000.00	15842.00	15,842.00	2000.00	2,000.00	15000.00	15,000.00					
35	GOODS SAMPLING	L.SUM	1	1500.00	1,500.00	100.00	100.00	1750.00	1,750.00	7500.00	7,500.00					
					<b>\$342,669.75</b>						<b>\$315,783.50</b>					
											<b>\$320,314.75</b>					
											<b>\$324,856.75 (2X)</b>					



# AMERICAN LEGAL

Publishing Corporation

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May 20, 2013

Randy Heuser, City Clerk  
City of Blue Island  
13051 Greenwood Avenue  
Blue Island, Illinois 60406

Dear Mr. Heuser:

Enclosed, pursuant to your request, is our proposal to recodify the ordinances of the City and publish up to 25 copies of your new Code in hard-cover binders with gold imprinting and tab dividers, as well as to perform a legal review of the ordinances and provide electronic services. **Please note that the recodification may be paid over 2 budget cycles.**

A recodification by American Legal includes incorporating new ordinances, updating the index and tables as needed, reformatting the pages into a uniform type style in single or dual-column format and printing complete copies of the entire Code. It also includes a legal review by one of our 14 staff attorneys and a written report of his or her findings, including conflicts between sections in the Code and with State statutes, as well as updating citations to State law and updating fines and fees to generate revenue for the City. Additionally, there might be some reorganization and renumbering of the Code if necessary. New binders and divider tabs are included in the price, as is a copy of your new code on CD in word processing.

There is also the option to receive your new Code on CD in the Folio VIEWS search engine and have it published at the City website. We can even update the Internet version of your Code on an ongoing basis as new ordinances are enacted. Please visit our website at [www.amlegal.com](http://www.amlegal.com) and go to "library" to view and search all of the Illinois codes we host online. Enclosed is a demo CD of Folio.

Please review the enclosed proposal and let us know how the City wishes to proceed. If you have any questions, please call my direct line at 216-381-6400. We look forward to working with the City again on this important project.

Best regards,

**Ruth Morton Fazio**  
Staff Attorney

## CODIFICATION COST AND SERVICES SUMMARY

American Legal Publishing proposes to recodify the ordinances of Blue Island, Illinois, at the following price:

- |    |                                                                                                                           |          |
|----|---------------------------------------------------------------------------------------------------------------------------|----------|
| I. | Base Cost                                                                                                                 | \$13,600 |
|    | <i>*The actual page count may vary from the estimate or you might add new ordinances during the codification process.</i> |          |

**Includes**

- |    |                                                                                       |          |
|----|---------------------------------------------------------------------------------------|----------|
| a. | Number of Copies of Blue Island's Code (includes ring-type binders with divider tabs) | up to 25 |
| b. | Legal Analysis                                                                        |          |
|    | i. Research Internal Consistency                                                      |          |
|    | ii. Research State Law Consistency                                                    |          |
|    | iii. Legal and Editorial Research and Report                                          |          |
| c. | Special Features                                                                      |          |
|    | i. Tables of Special Ordinances                                                       |          |
|    | ii. Parallel References                                                               |          |
|    | iii. Comprehensive Index                                                              |          |
|    | iv. Tabular Matter (Tables, Charts, Graphs)                                           |          |
|    | v. Code on Disk (WordPerfect, MS Word, or ASCII)                                      |          |
| d. | Estimated Number Of Pages                                                             |          |
|    | 8½" x 11" Single-Column Format                                                        | 800      |
|    | 8½" x 11" Dual-Column Format                                                          | 650      |

II. Variable Cost

- |    |                              |         |
|----|------------------------------|---------|
| a. | Per Page Increase Rate       |         |
|    | 8½" x 11" Dual-Column Format | \$18.00 |
|    | 8½" x 11" Dual-Column Format | \$21.00 |
| b. | Freight/Shipping             |         |

III. Time to Completion

- |                                                                    |                 |
|--------------------------------------------------------------------|-----------------|
| Number of Months Until Manuscript                                  | 6 months        |
| Number of Months Until Completed Code (after return of manuscript) | 3 months        |
| Number of Days for Updated Supplements                             | 45 days or less |

IV. Optional Services that may be ordered:

- |    |                                         |            |
|----|-----------------------------------------|------------|
| a. | Reorder Copies of Complete Extra Code   |            |
|    | i. Minimum Number of Copies             | No minimum |
|    | ii. Cost per Extra Code with Binder     | \$60       |
|    | iii. Cost per Extra Code without Binder | \$45       |

- b. Supplement Service
  - 8½" x 11" Dual-Column Format \$18/reprinted page
  - 8½" x 11" Dual-Column Format \$22/reprinted page
- c. Subscription Service
  - Surplus revenue is credited to your account YES
- d. Pamphlets With Cardstock Cover e.g., Zoning Code
  - Per Impression (Printed Page)
  - i. 1-50 copies \$\$.075
  - ii. 51-99 copies \$.070
  - iii. 100 copies or greater \$.065
  - iv. Pamphlet Binders \$14.95 each
- e. Folio VIEWS Search and Retrieval Software (Folio 4)
  - Documents in Folio:
  - i. Code of Ordinances (one-time conversion charge) \$990
  - ii. Future Supplements of Folio (in addition to editorial fee (IV.b.) \$1.95/page
  - iii. Meeting Minutes \$2/page if on disk
  - iv. Phone Support No Extra Charge
  - Optional Services:
  - On-Site Installation & Training (usually not needed) \$795/day + travel
- f. Code on the Internet (after conversion into Folio)
  - \$475 per year
  - (1<sup>st</sup> yr. @ no charge)

V. Terms (may be budgeted over 2 budget cycles)

- i. Forty Percent (40%) due upon acceptance of this agreement.
- ii. Forty Percent (40%) within 30 days of receiving the manuscript.
- iii. Balance 30 days after receiving and reviewing legal report and delivery of the completed code.

**METROSOUTH MEDICAL CENTER – PARK/PAVILION USE**  
**RELEASE OF CLAIMS, INDEMNITY AGREEMENT AND COVENANT NOT TO SUE**

This is release of liability. Please read before signing.

I, \_\_\_\_\_, on behalf of City of Blue Island Special Events (hereinafter "Organization") request access to the MetroSouth Medical Center ("MSMC")'s Park/Pavilion for purposes of the Organization's use of MSMC's Park/Pavilion on the date of See below. The Organization hereby agrees to the following: June 7, 14, 21, 28 - July 5, 12, 19, 26 - Aug 2 + 9

1. The Organization freely, voluntarily, and with knowledge, assumes the risks associated with using MSMC's Park/Pavilion. The Organization understands that it is the Organization's responsibility to exercise care in its use of MSMC's Park/Pavilion and its facilities and to respect the facilities and other Park/Pavilion users. The Organization takes full responsibility for its actions within and around MSMC's Park/Pavilion.
2. In consideration of MSMC permitting the Organization to use MSMC's Park/Pavilion, the Organization releases and agrees not to sue MSMC, its officials, agents and employees, its parents and subsidiaries, and their sureties, and each of them from all liability, claims, causes of action, or costs and expenses whatsoever arising out of any damage, loss or injury to the Organization, its property or its guests and employees, incurred because of the Organization's use of MSMC's Park/Pavilion, whether such loss, damage or injury results from the negligence of MSMC, its officials, agents and employees and their sureties and each of them, or from some other cause.
3. In consideration of MSMC permitting the Organization to use MSMC's Park/Pavilion, the Organization agrees to reimburse MSMC for all losses incurred by it in repairing or replacing damage to MSMC's Park/Pavilion proximately caused by the Organization, its officers, employees, guests, agents, monitors or any other persons attending or forming the Organization's event at the Park/Pavilion who were or should have been under the Organization's control. The Organization further agrees to defend without costs, indemnify and hold harmless MSMC, its officials, agents and employees, its parents and subsidiaries, and their sureties, and each of them from any liability to any persons, damages, losses or injuries arising out of or alleged to arise out of the Organization's use of MSMC's Park/Pavilion which was proximately caused by the actions of the Organization, its officers, employees, guests, agents, monitors or any other persons attending or joining in the event held by the Organization who were or reasonably should have been under the control of the Organization.
4. If requested by MSMC, the Organization will secure (at its own cost) and provide proof of insurance to MSMC that MSMC's determines is acceptable, prior to using MSMC's Park/Pavilion. MSMC must be named on the Certificate of Insurance as a primary, non-contributory additional insured under the general liability policy for the event. The Certificate of Insurance must also include the name of the event as well as the date and location of the event.
5. Alcoholic beverages are prohibited in MSMC's Park/Pavilion.
6. I warrant and represent to MSMC that I am duly authorized to sign on behalf of and bind the Organization.
7. I hereby represent that I have carefully read, understand and agree to the contents of this Release, Indemnity and Covenant Not To Sue.

**CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING**

Organization Name: City of Blue Island Special Events

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

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

Address: 13051 Greenwood City: Blue Island Zip: 60406

Telephone (work): 708-878-1295 (home) 708-878-1295

Date: 5-23-13

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and entered into as of the [redacted] day of [redacted], 2012 (the "Effective Date"), between **MetroSouth Medical Center** ("Licensor"), and **City of Blue Island** ("Licensee").

### STATEMENT OF FACTS

A. Licensor owns an **LAND - "Park", Power Box, and Parking Lot and Grassy area adjacent to the MetroSouth Doctors Pavillion**. [office building/retail building/hospital/manufacturing facility/land] located at **12955 Western Avenue, Blue Island, Illinois**, as more particularly depicted on **Exhibit A** attached hereto and incorporated herein by reference (the "Property");

B. Licensee desires to use the property for **Annual Picnic** (the "Permitted Use"); and

C. Subject to the terms of this Agreement, Licensor has agreed to grant a revocable license to Licensee to use a portion of the Property, which area will be more particularly identified in accordance with this Agreement (the "Licensed Area").

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties, Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a revocable license within the Licensed Area for the Permitted Use (the "License"), which placement and operation shall be at Licensee's sole cost and expense.

2. **Term.** Subject to the terms hereof, the term of this Agreement shall begin on the Effective Date and expire on the date that is **8-10-13** thereafter. This Agreement shall **not** automatically renew. **Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement for any reason by giving the other party at least thirty (30) days prior written notice.**

3. **Fee.** Licensee shall pay to Licensor a **daily** license fee in the amount of **\$ 0.00** (the "License Fee"). The License Fee shall be due and payable, in advance, to Licensor on the first (1<sup>st</sup>) day of every calendar month during the term of this License and delivered to Licensor at the address provided pursuant to Section 14 below. The License Fee shall be prorated for any partial month falling outside the term of the License.

4. **Maintenance.** Licensee shall, at its cost, perform all repairs, maintenance and replacements to the Property necessitated by Licensee's use of the Property.

5. **Alterations.** Licensee shall not make any alterations, additions or improvements to the Licensed Area, unless the same have been approved by Licensor, in writing, which approval may be granted or denied in Licensor's sole discretion.

6. **Use & Operation:** Licensee shall: (i) only use the Licensed Area for the Permitted Use and for no other purposes without the prior written consent of the Licensor; (ii) comply with all rules and regulations reasonably imposed by Licensor, as modified by Licensor, from time to time; (iii) promptly reimburse Licensor for all costs incurred by Licensor to repair or, if necessary, replace portions of the Licensed Area or the Project that are damaged by Licensee or its agents, contractors, employees, guests or invitees; (iv) comply with all applicable laws; (v) not keep, store, generate, use or release any hazardous substances, materials and wastes on the Licensed Area; and (vi) not cause any liens to attach to the Licensed Area or the Project. Except to the extent caused by Licensor's negligence or willful misconduct, Licensee agrees to indemnify, defend and hold harmless Licensor from and against any and

all claims, demands, actions, lawsuits, liabilities, damages and expenses (including, but not limited to, court costs, litigation expenses and attorneys fees) arising out of or resulting from: (i) the use or occupation of any portion of the Licensed Area or the Project by Licensee or its agents, representatives, employees, guests and invitees; or (ii) any breach of this Agreement by Licensee. The indemnities set forth in this section shall survive the expiration or earlier termination of this Agreement.

7. Insurance. Licensee shall maintain at all times: (i) commercial general liability insurance or its equivalent, written on an occurrence basis, with a combined single limit for personal injury, death and property damage of not less than **Two Million and No/100 Dollars (\$2,000,000.00)** per occurrence; (ii) property insurance covering all of Licensee's personal property located at the Licensed Area, including, without limitation, the Equipment, in an amount equal to one hundred percent (100%) of their replacement cost; and (iii) worker's compensation insurance to the extent and in such amounts as may be required by applicable laws. Such insurance shall (i) contain a broad form contractual liability endorsement and a broad form property damage endorsement, (ii) name Licensor as additional insured, (iii) provide that it may not be canceled, terminated, reduced or materially changed unless at least thirty (30) days advance notice has been given to Licensor, and (iv) contain a waiver of the insurer's rights of subrogation. Licensee's liability insurance shall be primary and not call into contribution any insurance maintained by Licensor. Upon Licensor's written request, Licensee shall furnish Licensor with a current certificate of insurance evidencing the existence of the insurance required under this section. **The Certificate of Insurance must include the name of the event as well as the date and location of the event.** Notwithstanding anything to the contrary contained herein, Licensor and Licensee each hereby waives all claims that it may have against the other party (and such other party's owners, officers, employees, agents, contractors and representatives) for damages that are actually covered by its property insurance or that would have been covered had it maintained the insurance required under this Agreement; provided the foregoing waiver shall not apply if it would have the effect of invalidating, but only to the extent of such effect, any insurance coverage of Licensor or Licensee.

8. Licensee Default. Licensee shall be in default under this Agreement (a "Licensee Default") if: (i) Licensee fails to pay the License Fee or other amounts that it owes under this License within five (5) days after the same is due; or (ii) Licensee fails to comply with any of the other terms of this Agreement, unless such failure is cured within a reasonable period of time, not to exceed thirty (30) days, after written notice thereof is given to Licensee. Upon the occurrence of a Licensee Default, Licensor may pursue any remedy against Licensee that is available at law or in equity, including, without limitation, terminating this License and removing Licensee's Equipment.

9. Casualty. In the event the Licensed Area or any portion of the Project are damaged by fire or other casualty, Licensor shall have the right to terminate this Agreement by providing written notice to Licensee within ten (10) days of the date of such damage or destruction.

10. Release. Except to the extent caused by the gross negligence or willful misconduct of Licensor, Licensee hereby expressly waives and releases all claims it may, now or hereafter, have against Licensor and its owners, directors, officers, employees, agents, contractors and representatives as a result of any injury, damage to property, or interruption of Licensee's use of the Licensed Area, including, but not limited to, any injury, damage or interruption caused by (i) wind, water, flooding, snow, ice, act of God or act of nature, (ii) any interruption of utility service to the Licensed Area, (iii) any defect in the Licensed Area (latent or otherwise), (iv) any failure of a mechanical system, electrical system, plumbing system or heating and air conditioning system, (v) the backing up of any sewer pipe or downspout, or (vi) the bursting, breaking, leaking or running of any tank, tub, washstand, water closet, drain or pipe. Nothing herein shall be deemed to limit the provisions of Section 7.

11. Surrender. Promptly upon the expiration or earlier termination of the License, Licensee shall (i) return to Licensor all keys and access cards provided by Licensor, if any; (ii) remove the kiosk, related equipment and any approved alterations from the Licensed Area; (iii) leave the Licensed Area broom

clean; (iv) repair any damage to the Licensed Area caused by or in connection with the removal of the kiosk, the related equipment and approved alterations; and (v) pay all expenses related to the foregoing.

12. Assignment. This license is personal to Licensee. Licensee shall not assign, transfer, sublicense, or grant a license with respect to any interest in this Agreement or the Licensed Area without Licensor's prior written consent, which consent may be granted or withheld by Licensor in its sole discretion.

13. Prohibited: **Alcoholic beverages are prohibited in MetroSouth Medical Center Park.**

14. Notices. All notices, consents, approvals and other communications (collectively, "Notices") that may be or are required to be given by either Landlord or Tenant under this Agreement shall be properly made only if in writing and sent by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service, to the following addresses:

If to Licensor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Licensee: City of Blue Island Special Events  
12051 Greenwood Ave  
Blue Island, IL 60406

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand or overnight delivery service, on the date of delivery; and (ii) if sent by United States mail, on the day after date of deposit.

15. Miscellaneous. The laws of the State of Illinois shall govern the interpretation, validity, performance and enforcement of this Agreement. If any legal proceeding is commenced related to this Agreement, the prevailing party in such legal proceeding shall be entitled to recover its reasonable attorneys' fees, court costs and litigation expenses from the non-prevailing party therein. Headings at the beginning of each Section are solely for the convenience of the parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by only Licensor or Licensee, but rather as if both Licensor and Licensee had prepared the same. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never part of this Agreement. This Agreement sets forth the final and entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect. No waiver by Licensor or Licensee of any provision of or default under this Agreement shall be deemed to have been made, unless the same is in writing and signed by the party charged with making the waiver, and no waiver of any provision of or default under this Agreement shall be deemed a waiver of any other provision or default. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Agreement may be executed in counterparts, but shall become effective only after a counterpart hereof has been executed by each party; all said counterparts shall, when taken together, constitute the entire single agreement between the parties. Counterparts may be exchanged by facsimile transmission.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSOR:

LICENSEE:

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A



AMERICAN LEGION POST 50  
BLUE ISLAND, IL

May 9, 2013

Honorable Mayor Domingo Vargas  
And Council Members  
City of Blue Island  
13051 S. Greenwood Ave.  
Blue Island, IL 60406

Dear Mayor Vargas,

Blue Island American Legion Post 50 is requesting the permission and assistance of the City of Blue Island to conduct both a Veterans Day ceremony and our fifth annual parade. The ceremony would be on Veterans Day, Monday, November 11, at 11:00 A.M., at Veterans Plaza.

The parade would be held on Saturday, November 9. The parade would begin about 11:00 A.M. at 123<sup>rd</sup> and Western Ave., following the same route as last year. The parade would proceed south to Union St., turn west to Highland and then north to Memorial Park, where there will be a display of military vehicles and classic cars.

The American Legion would like to thank our City officials for their participation last year and extend an invitation to them to once again show their support of our veterans and troops by attending the ceremony and parade.

If you have any questions or concerns, I can be reached at (708) 385-2842, or by email at [luck-e-pup@Comcast.net](mailto:luck-e-pup@Comcast.net).

Thank you in advance for your co-operation.

Sincerely,

James S. Reihel  
Commander, Blue Island Post 50

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A LEASE AGREEMENT  
BETWEEN THE CITY OF BLUE ISLAND AND METROPOLITAN WATER  
RECLAMATION DISTRICT OF GREATER CHICAGO AND AUTHORIZING THE  
MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Blue Island desires to construct and maintain a bicycle/pedestrian trail along the Cal-Sag Channel as part of the "Cal-Sag Trail"; and

**WHEREAS**, the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic organized and existing under the laws of the State of Illinois, desires to enter into a lease for the construction of a bicycle/pedestrian trail along the Cal-Sag Channel as part of the "Cal-Sag Trail"; and

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Blue Island, Cook County, Illinois.

**SECTION ONE**

That the proposed Lease Agreement between the City of Blue Island and Metropolitan Water Reclamation District of Greater Chicago, LLC, a true and correct copy of which is attached hereto as Exhibit "A", is hereby approved substantially in the form presented to this City Council, with such necessary changes as approved by the City Attorney and as authorized by the Mayor, the execution thereof to constitute the approval of the City of any and all changes and revisions therein contained.

**SECTION TWO**

The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Lease Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof as therein described.

**SECTION THREE**

The officers and officials of the City are hereby authorized to undertake actions on the part of the City as contained in the Lease Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**SECTION FOUR**

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provisions, terms or conditions stated therein.

**SECTION FIVE**

All ordinances or parts of ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION SIX**

This ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**VOTING AYE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VOTING NAY:** \_\_\_\_\_

\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

**APPROVED:** this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

**ATTESTED** and **Filed** in my office this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

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

STM:MIM  
04/23/2013

**LEASE AGREEMENT  
(Governmental Form)**

THIS INDENTURE, made this 1<sup>st</sup> day of June, 2013, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (hereinafter designated the "Lessor"), and THE CITY OF BLUE ISLAND, a municipal corporation organized and existing under the laws of the State of Illinois, with principal offices at City of Blue Island, 13051 S. Greenwood Avenue, Blue Island, Illinois 60406 (hereinafter designated the "Lessee").

WITNESSETH THAT:

**ARTICLE ONE**

**1.01 DEMISED PREMISES**

The Lessor for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, does hereby demise and lease unto said Lessee all of the Demised Premises depicted in the aerial photographs marked Exhibits "A-1", "A-2" and "A-3" which are attached hereto and made a part hereof, located along the Cal-Sag Channel and known as Cal-Sag Channel Parcels 14.01, 14.02, 14.04, 14.05, 14.06, 14.07, 14.08, 14.09, 14.11, 14.13, 15.03, 15.04, 15.05, 15.06, 15.07, 15.10, and 16.03, for public recreational purposes and construction and operation of a bicycle/pedestrian trail as more specifically described in Article Three, Paragraph 3.07 hereof, pursuant to 70 ILCS 2605/8 and 8c consisting of approximately 137.64 acres of vacant real estate.

**1.02 TERM OF LEASE**

The term of this Lease is 39 years, beginning on the 1st day of June, A.D., 2013, and ending on the 31st day of May, A.D. 2052, unless said term shall be sooner ended under the provisions hereof.

ANYTHING CONTAINED IN THIS LEASE TO THE CONTRARY NOTWITHSTANDING, THIS LEASE IS TERMINABLE BY LESSOR IN ACCORDANCE WITH SERVICE UPON LESSEE OF A ONE-YEAR NOTICE TO TERMINATE AFTER DETERMINATION BY THE BOARD OF COMMISSIONERS AND EXECUTIVE DIRECTOR OF LESSOR THAT THE DEMISED PREMISES (OR PART THEREOF) HAS BECOME ESSENTIAL TO THE CORPORATE PURPOSES OF THE LESSOR. IN SUCH EVENT, ANY RENT DUE SHALL BE ABATED IN DIRECT PROPORTION TO THE AREA RECOVERED HEREUNDER AS COMPARED TO THE AREA OF THE ORIGINAL LEASEHOLD.

**1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES**

**JOURNAL OF PROCEEDING  
OF THE  
REGULAR MEETING, May 14, 2013**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Pro-tem Janko at 7:00 p.m. on May 14, 2013.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present: 12 Ald. Vargas, Thompson, Buckner, Vieyra, Rita, Stone, Ostling, Janko, Johnson, Frausto.

Absent: 2 Ald. Natalino, Spizzirri, Patoska, Ruthenberg.

Present Also: Carey Horvath, City Attorney

Mayor Pro-tem Janko read the certifications for the April 9, 2013 Consolidated General Election results for the following:

Alderman 1 <sup>st</sup> Ward	Tom Hawley	461
Alderman 2 <sup>nd</sup> Ward	Charissa Bilotto	337 votes cast
Alderman 3 <sup>rd</sup> Ward	Kevin T. Donahue	224 votes cast
Alderman 4 <sup>th</sup> Ward	Candace Carr	281 votes cast
Alderman 5 <sup>th</sup> Ward	Michael L. Janko	460 votes cast
Alderman 6 <sup>th</sup> Ward	Dexter R. Johnson	330 votes cast
Alderman 7 <sup>th</sup> Ward	James D. Johanson	243 votes cast
Treasurer	Carmine Bilotto	2,286 votes cast
City Clerk	Randy Heuser	1,659 votes cast
Mayor	Domingo Vargas	2,110 votes cast

Motion by Ald. Buckner, second by Ald. Rita to approve to accept votes.

Upon a vote, Mayor Pro-tem Janko declared the motion carried.

Mayor Pro-tem Janko recognized some distinguished people who were in the audience:

State Representative Robert “Bob” Rita

Cook County State’s Attorney Anita Alvarez

Calumet Township Assessor Fred Bilotto

Calumet Township Trustee Martin Sosnowski

Orland Hills Mayor Kyle Hastings

Moraine Valley Community College Trustee Joe Murphy

**JOURNAL OF PROCEEDING**

Moved by Ald. Johnson, second by Ald. Frausto the Journal of Proceedings for the Regular Meeting on April 23, 2013 is accepted as printed.

Upon a vote, Mayor Pro-tem Janko declared the motion carried.

**SWEARING IN OF THE CANDIDATES**

The Honorable Judge Vincent Gaughan did the honors of swearing in of the newly elected officials.

Mayor Pro-tem Janko called Mayor Domingo Vargas up to be sworn in.

Mayor Vargas called Randy Heuser up to be sworn in as City Clerk.

Mayor Vargas called Carmine Bilotto up to be sworn in as City Treasurer.

Mayor Vargas called Tom Hawley up to be sworn in as Alderman of the 1<sup>st</sup> Ward.

Mayor Vargas called Charissa Bilotto up to be sworn in as Alderman of the 2<sup>nd</sup> Ward.

Mayor Vargas called Kevin Donahue up to be sworn in as Alderman of the 3<sup>rd</sup> Ward.

Mayor Vargas called Candace Carr up to be sworn in as Alderman of the 4<sup>th</sup> Ward.

Mayor Vargas called up Michael Janko to be sworn in as Alderman of the 5<sup>th</sup> Ward.

Mayor Vargas called up Dexter Johnson to be sworn in as Alderman of the 6<sup>th</sup> Ward.

Mayor Vargas called James Johanson up to be sworn in as Alderman of the 7<sup>th</sup> Ward.

Mayor Vargas asked for a round of applause for the new Blue Island City Council.

Mayor Vargas took the podium and spoke of bringing the whole town together and how committed they were in serving all the people. The Mayor commented this was a historic day for many reasons; having elected the first Gay Alderman in Blue Island, having elected the first African American Alderwoman in Blue Island and electing the first Mexican American Mayor. The Mayor thanked his parents for their support and love and his daughter Jackie. He stated that Blue Island is a diverse community and will continue to be an immigrated community. He stated that his grandparents on his mother side came here 100 years today and that life has gone full circle. In his professional career, as an Attorney, he traveled all across the Country and always made a point of where he came from and was never ashamed of being from Blue Island. His goal is for Blue Island to be one of the best cities in Illinois. These troubling times and we need your help. Mayor Vargas quoted from the late President Kennedy saying “ask not what your country can do for you, ask what you can do for your country” help us improve our town. Mayor Vargas thanked everybody for coming and God Bless Blue Island.

Mayor Vargas announced the Committee Assignments as follow:

Finance Committee – Chairman Ald. Rita along with Ald. Thompson, Ald. Donahue, Ald. Buckner and Ald. Hawley.

Judiciary Committee – Chairman Ald. Ostling along with Ald. Janko, Ald. Frausto, Ald. Bilotto and Ald. Stone.

Health and Safety Committee – Chairman Ald. Carr along with Ald. Johnson, Ald. Johanson, Ald. Vieyra and Ald. Buckner.

Municipal Services Committee – Chairman Ald. Janko, along with Ald. Stone, Ald. Johnson, Ald. Johanson and Ald. Donahue.

Community Development – Chairman Ald. Hawley along with Ald. Carr, Ald. Vieyra, Ald. Ostling, Ald. Bilotto, Ald. Thompson, and Ald. Frausto.

Motion by Ald. Rita, second by Ald. Thompson to approve Alderman Mike Janko to continue to be Mayor Pro-tem.

Ayes: 14 Ald. Thompson, Johanson, Buckner, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone, Carr, Ostling, Janko, Johnson, Frausto.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) Affirmative Votes, the Mayor declared the motion carried.

Motion by Ald. Johanson, second by Ald. Rita to approve the Committee Assignments.

Upon a vote, the Mayor declared the motion carried.

## **REPORT OF CITY OFFICIALS**

### **Mayor**

Mayor Vargas stated that for the next 90 days all Department Heads will remain in the respected positions in order to give administration adequate time to review their experience and qualifications. They will review each department and each employee.

## **QUESTIONS TO THE MAYOR**

No Questions.

**BIDS**

No Bids.

**CITY CLERK**

No Business.

**CITY TREASURER**

No Report.

**CITY ATTORNEY**

Motion by Ald. Bilotto, second by Ald. Janko the heading be read and then a motion for adoption.

Upon a vote, the Mayor declared the motion carried.

**ORDINANCE NO. 13-227**

**AN ORDINANCE APPOINTING REPRESENTATIVES TO THE SOUTH SUBURBAN JOINT ACTION WATER AGENCY.**

Motion by Ald. Buckner, second by Ald. Bilotto to adopt.

Ayes: 14 Ald. Thompson, Johanson, Buckner, Hawley, Vieyra, Bilotto, Rita, Donahue, Stone, Carr, Ostling, Janko, Johnson, Frausto.

Nays: 0

Absent: 0

Abstain: 0

There being Fourteen (14) Affirmative Votes, the Mayor declared the motion carried.

**COMMITTEE REPORTS**

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

No Report.

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

No Report.

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

No Report.

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

No Report.

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

No Report.

**ADJOURNMENT**

Motion by Ald. Janko, second by Ald. Hawley to adjourn.

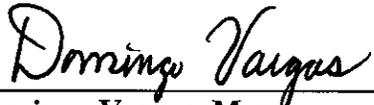
Upon a vote, the Mayor declared the motion carried.

Attorney Horvath reminded all newly elected Officials they must sign their Oath of Office before leaving.

The next regular meeting of the City Council is scheduled for  
May 28, 2013 at 7:00 p.m.

  
\_\_\_\_\_  
Randy Heuser, City Clerk

APPROVED BY ME THIS  
21<sup>ST</sup> DAY OF MAY, 2013.

  
\_\_\_\_\_  
Domingo Vargas, Mayor