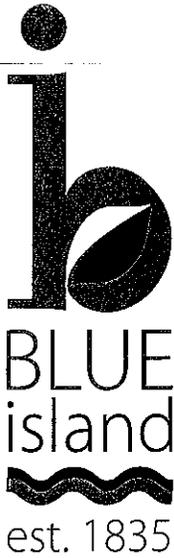


**City of Blue Island**  
**Public Hearing Agenda**  
Proposed Second Amendment to  
Tax Increment Finance (TIF) District #5

June 10, 2014 7:00 p.m.  
City Hall East Area Annex  
2434 Vermont Street, Blue Island IL

- I. Open Public Hearing (Mayor)
- II. Summary of Public Notices and Conformance to TIF Act (Kane McKenna)
- III. Report of Joint Review Board (Summary of JRB Meeting) (Mayor)
- IV. Introduction of Written Comments (Clerk's Office)
- V. TIF Overview; Summary of Amended TIF Plan and Qualification Factors (City and Kane McKenna)
- VI. Public Comments and Discussion (Mayor)
- VII. Close of Public Hearing (Mayor)



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  
June 10, 2014 – 7:00 P.M.

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Presentation of Journal of Proceedings**

Motion to approve minutes from Appropriation Hearing from May 27, 2014  
Motion to approve minutes from City Council meeting from May 27, 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. Presentation of Aldermen Plaques

Bids:

City Clerk: 1. Motion to approve a request from Dan Cunningham of Mackenzie's Place to host a block party on Saturday, June 14, 2014 from 1:00 p.m. until 10:00 p.m. Location 12759 S. Lincoln.  
2. Motion to approve a request to have the 8<sup>th</sup> Annual Yard Sale on the Hill on Saturday, June 21, 2014 from 8:00 a.m. until 3:00 p.m.  
3. Motion to approve a request from St. Donatus Church to play music at the Feast of the Sacred Heart being held on Sunday, June 29, 2014 from 10:00 a.m. until approximately 8:00 p.m.

**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

4. Motion to approve a request from the Blue Island Church of Christ to have its annual Vacation Bible School from June 23<sup>rd</sup> to June 27, 2014 from 9:30 a.m. until 2:00 p.m.

City Treasurer: Monthly Treasurer Report

City Attorney: 1. An Ordinance Authorizing Leasing of Certain Property Within the City of Blue Island, Cook County, Illinois, for Use by Soccer Leagues.  
2. A Resolution Authorizing Settlement of Certain Pending Litigation Within Certain Terms as Discussed in Closed Session.  
3. A Resolution Authorizing Execution of an Agreement Between AmAudit and the City of Blue Island to Perform Utility and Franchise Audits.  
4. A Resolution Authorizing Execution of all Necessary Documents and Accepting Illinois Housing Development Authority Grant for Abandoned Property Municipal Relief Program.  
5. A Resolution Authorizing Execution of an Agreement Regarding Electrical Aggregation.

7. **Committee Reports**

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

8. **Motions**

- a. Motion to Approve Consent Agenda
  - 1. Approval of Payroll – May 23, 2014 for \$369,455.08
  - 2. Approval of Accounts Payable – June 4, 2014 for \$366,715.13
  - 3. Committee Reports and Recommendations as presented

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 APPROPRIATION HEARING  
May 27, 2014**

**CALL TO ORDER**

The Appropriation Hearing for the Fiscal Year 2014-2 for the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on May 27, 2014.

**ROLL CALL**

Roll Call indicates the following:

Present: 12      Ald. Pittman, Frausto, Thompson, Johanson,  
Hawley, Vieyra, Bilotto, Rita, Donahue,  
Stone, Carr, Ostling

Absent: 2      Johnson, Buckner

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

**PUBLIC COMMENT ON APPROPRIATION DOCUMENT**

Allan Stevo of 2324 Union asked the Mayor several questions including: what percent increase was there from last year, would there be an increase on fees and taxes, is the expense for a police chief covered in the appropriations, why have the dates for the fiscal year been changed, what line items have been increased, and how much real estate revenue will be appropriated for the Recreation Center.

Willie Scott of 11917 Longwood asked if funds had been appropriated for the Recreation Center.

**ADJOURNMENT**

Motion by Ald. Rita, second by Ald. Donahue to adjourn the meeting. Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 7:14 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
10<sup>th</sup> DAY OF JUNE, 2014.**

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**Domingo F. Vargas, Mayor**

**JOURNAL OF PROCEEDINGS OF THE MEETING**  
**May 27, 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 7:15 p.m. on May 27, 2014.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present: 12 Ald. Pittman, Frausto, Thompson, Johanson,  
Hawley, Vieyra, Bilotto, Rita, Donahue,  
Stone, Carr, Ostling

Absent: 2 Johnson, Buckner

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

**JOURNAL OF PROCEEDING**

Moved by Ald. Rita, second by Ald. Pittman the Journal of Proceedings of the Regular Meeting on May 13, 2014 is accepted as printed.

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

Nays: 0

Absent: 2 Johnson, Buckner

Abstain: 0

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

Regular Meeting – May 27, 2014

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

Reverend Reinhart invited all to attend the “Annual Day of Prayer for the Environment” on June 22 at 4:00 p.m. at the waterfall at the Reclamation Station.

Mark Kuehner of 2250 Orchard would like the City to reconsider its course of action regarding the eviction proceedings for the Recreation Center.

Willie Scott of 11917 Longwood stated that he felt the City should be responsible for making sure the community is addressed as the Recreation Center is concerned.

Allan Stevo of 2324 Union asked several questions regarding JAWA. Mr. Stevo also inquired about the results of the forensic audit. He would also like the written legal opinion on city clerk collector that he requested year ago.

**REPORT OF CITY OFFICIALS**

**MAYOR:**

1. The Mayor announced his recommended appointments for the coming year:

City Attorney - Sanchez Daniels & Hoffman LLP  
 City Engineers - Robinson Engineering  
 Director of Public Safety - John Rita  
 Director of Finance & Administration - Matt Anastasia  
 Director of Municipal Services - Robert Houlf  
 Fire Chief - Mark Luety  
 Deputy Fire Chief - Jim Klinker  
 Deputy Police Chief - Michael Cornell

**Motion by Ald. Johanson, second by Ald. Carr to approve the appointments.**

<b>Ayes:</b>	<b>11</b>	<b>Pittman, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Donahue, Stone, Carr, Ostling</b>
<b>Nays:</b>	<b>0</b>	
<b>Absent:</b>	<b>2</b>	<b>Johnson, Buckner</b>
<b>Abstain:</b>	<b>1</b>	<b>Rita</b>

**There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.**

2. Dylan McMurray, an 8<sup>th</sup> grade student at St. Walter School, received a Certificate of Recognition from the City of Blue Island for his outstanding accomplishment at the Junior History Expo for his project “Up a Lazy River: The Calumet River System”

3. The Mayor proclaimed June 2014 to be BIKE MONTH.

**BIDS:**

No Bids.

**CITY CLERK:**

**Motion by Ald. Hawley, second by Ald. Vieyra to approve a request from District 130 Kerr Middle School to host an end of the year block party outside of the school on June 5, 2014 from 8:15 a.m. until 2:15 p.m.**

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

**Nays: 0**

**Absent: 2 Johnson, Buckner**

**Abstain: 0**

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

**Motion by Ald. Johanson, second by Ald. Frausto to approve a request from the Blue Island Park District to hold their first annual BBQ Rib Cook Off on Saturday, September 27, 2014 from 11:00 a.m. until 10:00 p.m.**

**On the question: Ald. Stone asked if they needed a special temporary liquor license.**

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

**Nays: 0**

**Absent: 2 Johnson, Buckner**

**Abstain: 0**

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

**Motion by Ald. Vieyra, second by Ald. Bilotto to approve a request from Erich Wennberg of the Maple Tree to block off the street side parking at Canal & Olde Western to hold their NOLA Fest on Sunday, July 6, 2014 from 12:00 p.m. until 9:00 p.m. and their BBB Fest on Sunday, August 24, 2014 from 4:00 p.m. until 9:00 p.m.**

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

**Nays: 0**

**Absent: 2 Johnson, Buckner**

**Abstain: 0**

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

**CITY TREASURER:**

No Business.

**CITY ATTORNEY:**

**ORDINANCE NO. 2014-029**

**AN ORDINANCE PROVIDING FOR CORPORATE PURPOSES FOR THE FISCAL YEAR BEGINNING MAY 1, 2014 AND ENDING DECEMBER 31, 2014**

**Motion by Ald. Rita, second by Ald. Donahue to bring to the floor.**

**On the question: Motion by Ald. Carr, second by Ald. Pittman to increase Police Department line item 40-6505 Community Promotions from \$100 to \$500.**

**Ayes: 11 Pittman, Frausto, Thompson, Johanson, Hawley, Vieyra, Bilotto, Rita, Stone, Carr, Ostling**

**Nays: 1 Donahue**

Regular Meeting – May 27, 2014

**Absent: 0 Johnson, Buckner**

**Abstain: 0**

**There being Eleven (11) Affirmative Votes, the Mayor declared the motion carried.**

**Motion by Ald. Vieyra, second by Ald. Hawley to approve Ordinance No. 2014-029 as amended to increase the \$100 to \$500 for Community Promotion Events for Police Department.**

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

**Nays: 0**

**Absent: 2 Johnson, Buckner**

**Abstain: 0**

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

**RESOLUTION NO. 2014-028**

**A RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT BETWEEN PITNEY BOWES AND CITY OF BLUE ISLAND**

**Motion by Ald. Rita, second by Ald. Stone to approve.**

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

**Nays: 0**

**Absent: 2 Johnson, Buckner**

**Abstain: 0**

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

**COMMITTEE REPORTS**

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

Regular Meeting – May 27, 2014

**Community Development Committee Report  
for Meeting on May 14, 2014**

The meeting was called to order at 7:08 pm

Present: Aldermen Hawley, Vieyra, Bilotto, Carr, Ostling, Frausto and Thompson

Absent: Alderman Bilotto

Also Present: Nicholas Crite, Building Department; Treasurer Bilotto and Alderman Stone

Public Comment: Ald. Stone asked about Island Bar and Grill. She is concerned about incidents happening down there. Mr. Crite said he hasn't heard of any police activity, but they did just have a health inspection. Ald. Frausto said there have been a couple of incidents, one which required help from additional police departments and one which was an altercation that required just Blue Island. Ald. Frausto said he has received complaints about a lot of cars parking down Broadway to Rexford which raises questions on if they are following the occupancy limits. People could be coming alone in a car and that could account for a lot of cars. Ald. Vieyra asked about the noise from music. No one has heard any complaints. It was noted that the police have been stepping up patrols on Western Ave. with all of the bars. Treasurer Bilotto said the Mayor has been working with the owner and they have an off duty officer there in the evenings. He suggested someone should contact Director Rita to make sure he is aware of the concerns. Ald. Hawley will contact the Mayor, Director Rita, City Attorney Raines and Deputy Chief Cornell asking at what point the next step would be taken. He will email them and cc everyone here.

The committee then reviewed the Building Department report for March.

**PLAN COMMISSION AGENDA ITEMS**

They will be reviewing the Sign Ordinance and will be considering a Special Use for Core Impex Group, Inc.: 2840 Vermont St. The Applicant is seeking a special use permit for Auto Body dismantling and recycling.

**ZONING BOARD OF APPEALS AGENDA ITEMS**

They will be considering a variation for 12851 Clinton: Applicant is 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. They are also considering a Special Use for Blue Island Beer Co: 13357 Olde Western Ave. Applicant will be seeking a special use for Artisan Manufacturing of beer. Also on the agenda is consideration of a lot subdivision: 2435 New St. Applicant is requesting to subdivide the original property into two separate lots.

**APPROVED BUSINESS LICENSES**

**Cold Steel Professional Services, Inc.:** 12757 S Western Ave, #117

The business is a Personal Service Establishment: Professional Office. They will be doing classroom training for conceal carry licensing. There will be no guns being brought into the establishments. It is located in the C-2: Highway Commercial District. Upon inspection of the premises, the property was deemed in compliance.

**Fun and Cocktails:** 1859 Burr Oak Ave

**Regular Meeting – May 27, 2014**

The business is an Eating and Drinking Establishment located in the C-2: Highway Commercial District. Upon various inspections of the premises, the property was deemed in compliance by all inspectors and the business has been reissued their liquor and business licenses.

**Vintage Hair Boutique: 12149 S Western Ave**

The business is a Retail Establishment located in the C-2 Highway Commercial District. They sell hair accessories and some clothing. All inspections have been completed and the business license has been issued.

**PENDING BUSINESS LICENSES****All Area W&W Towing, Inc.: 2217 W 135<sup>th</sup> Pl, Suite 3E**

The business will be a vehicle impound/towing lot located in the I1: Limited Industry District. Inspections are pending. Ald. Frausto asked about another business on 135<sup>th</sup> Pl that is storing large spools. Can we ask they be cleaned up and possibly construct a fence that would hide the materials a little more. Nicholas Crite will pay a visit to them down there.

**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. Owner anticipates construction to be completed and the office space opened by June 1, 2014.

**Best Buy Auto: 12960 Ashland Ave**

The existing business located in the I-1: Limited Industry District is interested in adding the warehousing of automobile parts as part of their current license. Per Ordinance #2152, Blue Island Zoning Code, "warehousing with no retail sale permitted on the premises" is a permitted use in the zoning district.

**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 business received special use approval from the Plan Commission on April 16, 2014 and will be presenting at the next scheduled Zoning Board of Appeals meeting.

**The BoCa Bar: 12748 Western Ave**

The business is an Eating and Drinking Establishment (bar and lounge) located in the C-1: Central Area Commercial District. Inspection for the property is scheduled for Monday, May 19, 2014.

**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.

**Latin Rhythm Lounge: 13308 Olde Western Ave**

The business is a Full Service: Eating and Drinking Establishment (Latin food and liquor restaurant) located in the U-TOD: Uptown Transit Oriented Development District. Due to fire damage to the building

Regular Meeting – May 27, 2014

and pending construction, the department has not scheduled an inspection of the property for the operation of the business.

**Old Town Barbershop: 12352 Western Ave**

The business is a Personal Service Establishment (barbershop) located in the C-2 Highway Commercial District. Inspections have been completed, however, the department is waiting on additional materials from the business owner.

Mr. Crite presented the Building Department report for April 2014. This month includes the full amount of the fee increases. Their revenues for April were \$41,790.68. Their total revenues from FYE 5/30/14 were just over \$47,000.00. Nic Crite said there have been some grumbling, but they understand it's a cost of doing business.

Ald. Hawley asked about Vacant Properties Registered. Mr. Crite said they get a list of all foreclosed homes and there is a fee that the banks pay.

Ald. Thompson asked about tagging or ticketing for grass mowing. She said there are a lot properties that aren't being mowed on a regular basis. Mr. Crite said they are going through different areas two days after garbage day in an area and tag as many properties as possible in that period.

	April 2014 Activity		Year to Date	
	QTY	Revenue	QTY	Revenue
<b>Building Permits</b>	<b>83</b>	<b>\$ 13,946.68</b>	<b>193</b>	<b>\$ 23,641.68</b>
<b>Plumbing Permits</b>	<b>13</b>	<b>\$ 3,285.00</b>	<b>36</b>	<b>\$ 5,110.00</b>
<b>Electrical Permits</b>	<b>14</b>	<b>\$ 4,575.00</b>	<b>41</b>	<b>\$ 8,485.00</b>
<b>Penalties</b>	<b>3</b>	<b>\$ 300.00</b>	<b>17</b>	<b>\$ 1,875.00</b>
<b>Stop Work Orders</b>	<b>11</b>		<b>37</b>	<b>\$ -</b>
<b>Apartment Inspections</b>	<b>18</b>	<b>\$ 725.00</b>	<b>90</b>	<b>\$ 3,355.00</b>
<b>Residential Inspections</b>	<b>17</b>	<b>\$ 1,915.00</b>	<b>78</b>	<b>\$ 8,530.00</b>
<b>Commercial Inspections</b>	<b>5</b>		<b>13</b>	<b>\$ -</b>
<b>Health/License Inspections</b>	<b>23</b>		<b>108</b>	<b>\$ -</b>
<b>Elevator Inspections</b>	<b>3</b>	<b>\$ 384.00</b>	<b>24</b>	<b>\$ 3,200.00</b>
<b>Not Approved for Occupancy</b>	<b>45</b>		<b>52</b>	<b>\$ -</b>
<b>Code Violations (Door Tags)</b>	<b>109</b>		<b>299</b>	<b>\$ -</b>
<b>Court Summons Issued</b>	<b>1</b>		<b>1</b>	<b>\$ -</b>
<b>Housing Court Fines Issued</b>	<b>1</b>	<b>\$ 50.00</b>	<b>6</b>	<b>\$ 350.00</b>
<b>Vacant Properties Registered</b>	<b>10</b>	<b>\$ 2,000.00</b>	<b>52</b>	<b>\$ 10,500.00</b>
<b>Vacant Properties Inspected</b>	<b>7</b>	<b>\$ 3,500.00</b>	<b>26</b>	<b>\$ 12,900.00</b>
<b>Contractor Registrations</b>	<b>44</b>	<b>\$ 4,400.00</b>	<b>119</b>	<b>\$ 12,015.00</b>
<b>Street Openings</b>			<b>1</b>	<b>\$ 175.00</b>
<b>Parkway Openings</b>			<b>0</b>	<b>\$ -</b>
<b>Misc/Wrecking</b>	<b>21</b>	<b>\$ 6,350.00</b>	<b>67</b>	<b>\$ 17,345.00</b>
<b>Sewer Permit</b>			<b>0</b>	<b>\$ -</b>
<b>Board-Up</b>	<b>1</b>	<b>\$ 125.00</b>	<b>1</b>	<b>\$ 125.00</b>
<b>Garage Sale</b>	<b>7</b>	<b>\$ 35.00</b>	<b>8</b>	<b>\$ 40.00</b>
<b>Business Licenses Issued</b>			<b>0</b>	<b>\$ -</b>
<b>Zoning</b>	<b>1</b>	<b>\$ 200.00</b>	<b>1</b>	<b>\$ 200.00</b>
<b>Total</b>		<b>\$ 41,790.68</b>		<b>\$ 107,846.68</b>

**Regular Meeting – May 27, 2014**

The new Business Packet has had the final changes made to it and can be put into use immediately. A small number of copies will be printed so that it can be changed with the final Sign Ordinance. Ald. Hawley asked for an update next month on what steps are remaining to get it passed.

We discussed the Safe Parks Ordinance. Ald. Carr said that this would affect areas around parks. Fines would double around parks with the additional amounts charged going to the Park District. The money would be used for better signage and other improvements to make the areas surrounding the parks safer. Ald. Thompson expressed concern that there are no park facilities in the 7<sup>th</sup> Ward. As with any ordinance, it is only as good as enforcement allows. Ald. Vieyra moved to send it to Judiciary for consideration. It was seconded by Ald. Frausto. All in favor, motion passed.

A fence variation at 2312 Broadway was then discussed. The applicant wants to replace a 6' wood fence with another 6' wood fence in the same location. Ald. Vieyra clarified that it would not go past the back of the house. Work was stopped because they did not have a permit. It was moved by Ald. Vieyra and seconded by Ald. Carr to approve the variation. All in favor, motion passed.

It was moved by Ald. Ostling and seconded by Ald. Vieyra to adjourn. All in favor. Meeting was adjourned at 7:57 pm.

The next meeting is scheduled for Wednesday, June 11, 2014 at 7 pm in the City Council Chambers.

Respectfully submitted,  
Tom Hawley, Chairman

*Next Meeting – Wednesday, June 11, 2014, 7:00 – East Annex*

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

Finance Committee Meeting  
Minutes 5-20-14

The meeting was called to order Tuesday, May 20, 2014 at 7:05 p.m. in the East Annex of City Hall, 2434 Vermont Street, Blue Island, Illinois with proper public notice given. Roll call taken of the committee with Alderman Kevin Donahue, Alderman Tom Hawley and Alderman Nancy Thompson present. Alderman Chrissy Buckner absent. Also present were Finance Director Matt Anastasia, Director Robert Haulf, Director John Rita, Jr., Treasurer Carmine Billotto and Alderman Jairo Frausto.

Discussed and agreed to change the finance meeting time to 6:30 p.m.

Discussed and agreed to move \$38,000 for Machinery and Equipment from the contingency Appropriation to the Operating Appropriation, Line Item No. 6920 to allow Public Works to purchase small machinery to assist with grass cutting and snow removal as well as \$23,000 for a plow and salt spreader attachment from the Contingency Appropriation to the Operating Appropriation, Line Item No. 6920 in the Water Department for finalization of the Appropriation Ordinance to be passed to the full council for approval.

**Regular Meeting – May 27, 2014**

Discussed and agreed upon the 911 Maintenance Contract and Liebert UPS Battery Back-up Contract for the 911 Center.

Service Scape discussion for the golf course -no action taken.  
 Parking Meters or City Pay to Park discussion- no action taken.  
 Discussion regarding various Grants – no action taken.

Discussion noting the \$300.00 a month savings with the new phone service for the City.  
 Discussion noting the \$11,870.58 revenue from Illinois Gaming Report for March 2014 to the City.

Accounts Payable for May 21, 2014 in the amount of \$408,599.29 authorized by Alderman Nancy Thompson and 2<sup>nd</sup> by Alderman Kevin Donahue. Voice vote all in favor to approve. Motion carried.

Payroll for May 9, 2014 with a motion to authorize by Alderman Kevin Donahue and 2<sup>nd</sup> by Alderman Tom Hawley. Voice vote all in favor to approve the total payroll liability in the amount of \$349,180.09 Motion carried.

Motion to adjourn made by Kevin Donahue and 2<sup>nd</sup> by Alderman Nancy Thompson. Voice vote all in favor. The meeting was adjourned at at 7:57 p.m.

The next Finance Committee meeting will be held on Tuesday, June 3, 2014 at 6:30 p.m. in the East Annex of City Hall, Blue Island, Illinois.

Respectfully submitted by,  
 Alderman Nancy Rita, Chair

*Next Meeting – Tuesday, June 3, 2014, 6:30 – East Annex*

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

*Next Meeting – Wednesday, June 4, 2014, 7:00 – East Annex*

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

*Next Meeting – Monday, June 9, 2014, 6:30 – East Annex*

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

*Next Meeting – Tuesday, June 17, 2014, 6:00 – East Annex*

**MOTIONS**

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

- 1. Approval of Payroll – May 9, 2014 for \$349,180.09**

Regular Meeting – May 27, 2014

2. Approval of Accounts Payable – May 21, 2014 for \$408,599.29
3. Committee Reports and Recommendations as presented
4. An Ordinance Rescinding Handicapped Parking Restrictions at 2700 New Street And 13043 Honore Street

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

Nays: 0

Absent: 2 Johnson, Buckner

Abstain: 0

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

State of City Address by Mayor Vargas – The Mayor gave an update on the City initiative “Think BIGG.” Some areas of focus include: implementation of the comprehensive plan, Division Street bridge, Western/Gregory two way operation, and properties located on 119<sup>th</sup>.

**ADJOURNMENT**

Motion by Ald. Rita, second by Ald. Pittman to adjourn the meeting. Upon a vote, the Mayor declared the motion carried.

The Meeting was adjourned at 8:25 p.m.

The next regular meeting of the City Council is scheduled for June 10, 2014 at 7:00 p.m.

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Randy Heuser, City Clerk

APPROVED BY ME THIS  
10<sup>th</sup> DAY OF JUNE, 2014.

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Domingo F. Vargas, Mayor

## Block Party Request

**DATE:** June 14, 2014

**WHERE:** Mackenzie's Place  
12759 S. Lincoln

**TIME:** 1:00 p.m. to 10:00 p.m.

**By Owners:** Dan Cunningham - 773-824-0225  
Kelly Haggerty - 773-406-7809

**BARRICADES:** On Oak Street from alley to Lincoln

**\*\*Half the proceeds to go to Angel's Touch  
2 Bands = Country & 80's**



1939 Union St  
Blue Island, Illinois 60406  
Ph. (708) 385-2890 - Fax (708) 385-4708

May 19, 2014

City of Blue Island  
13051 S. Greenwood Ave  
Blue Island, IL 60406

Attn: City Clerk, Randy Heuser,

Dear Ms. Heuser,

The Feast of the Sacred Heart is being held on Sunday, June 29, 2014. We would respectfully like to request permission to play music in our Parish grounds from 10:00 am to approximately 8:00 pm in the evening.

We will be careful not to disturb the neighbors by playing the music too loud. If you require more information, please do not hesitate to call me at the above number.

Sincerely yours in Christ,

Rev. Diego F. Cadavid, Pastor



Blue Island  
**Church  
of Christ**

2304 W. 120 St. Blue Island, IL. 60406

Thine is the kingdom, O LORD, and thou art exalted as head above all. Both riches and honour come of thee, and thou reignest over all; and in thine hand is power and might; and in thine hand it is to make great, and to give strength unto all. 1 Chronicles 29:11b-12

June 2nd 2014

To the City of Blue Island:

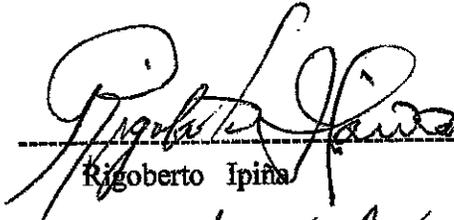
To whom this may concern:

Dear person:

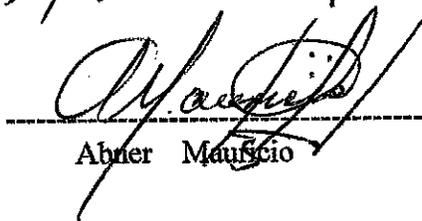
The Blue Island Church of Christ at 2304 W 120 th St. Is planning to have its annual Vacation Bible school from June 23 th to June 27 th . From 9:30 Am til 2:00 PM.

We see great danger when our children come out some times to play because some people pass driving to fast, if we are aloud to have this activities, we will appreciate if Possible to block the 120 th ST from Irving eve. To Gregory, on Friday the 27 th from 10:00 AM until 2:00 PM Thanks in advance for your consideration.

Minister..

  
Rigoberto Ipiña

President

  
Abner Mauricio

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

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**ORDINANCE  
NUMBER 2014-032**

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**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC  
PROPERTY WITHIN THE CITY OF BLUE ISLAND, COOK  
COUNTY, ILLINOIS, FOR USE BY SOCCER LEAGUES.**

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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. 2014-032**

**AN ORDINANCE AUTHORIZING LEASING OF CERTAIN PUBLIC PROPERTY  
WITHIN THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, FOR USE BY  
SOCCER LEAGUES**

WHEREAS, the Mayor and City Council of the City of Blue Island desire to effectively and efficiently serve the needs of the citizens of the City of Blue Island with regard to recreational activities;

WHEREAS, there is certain city owned property commonly known as the "NorthEast Site" of which certain areas are appropriate for use as soccer fields or other recreational uses;

WHEREAS, the City Council has the authority to lease public property pursuant to the Illinois Municipal Code (65 ILCS 5/11-76

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

**SECTION ONE: RIGHT OF USE**

Morelia Soccer League shall be permitted exclusive use of certain soccer fields which they maintain and that are located at the NorthEast site. At all times, the City shall maintain the right to enter upon the premises and perform any necessary work, repair, testing, clean-up or other activity deemed necessary by the City. Said lease agreement shall not exceed one (1) year beginning June 10, 2014 and ending June 10, 2015 and the terms of which shall be memorialized by a written lease agreement executed by the Mayor or his designee and a representative of Morelia Soccer League.

**SECTION TWO: REPEAL OF ORDINANCES**

All ordinances, and parts thereof, in conflict with the provisions herein are repealed.

**SECTION THREE: EFFECTIVE DATE**

This ordinance shall be in full force and effect after passage and publication as required by law.

ADOPTED this 10<sup>th</sup> day of June, 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 F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 10<sup>th</sup> day of June, 2014.

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

**ATTESTED and Filed** in my office this  
10<sup>th</sup> day of June, 2014.

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

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

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

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

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**RESOLUTION  
NUMBER 2014-029**

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**A RESOLUTION AUTHORIZING SETTLEMENT OF CERTAIN  
PENDING LITIGATION WITHIN CERTAIN TERMS AS  
DISCUSSED IN CLOSED SESSION**

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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. 2014-029**

**A RESOLUTION AUTHORIZING SETTLEMENT OF CERTAIN PENDING LITIGATION WITHIN CERTAIN TERMS AS DISCUSSED IN CLOSED SESSION**

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

Whereas, it is in the best interests of the City to settle certain pending lawsuits for which the costs of defense are exceeded by the potential amount of settlement;

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 based on specific terms which are within the parameters discussed in closed session.

**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 10<sup>th</sup> day of June, 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 F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 10<sup>th</sup> day of June, 2014.

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

**ATTESTED and Filed** in my office this  
10<sup>th</sup> day of June, 2014.

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

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

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**RESOLUTION  
NUMBER 2014-030**

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**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN AMAUDIT AND THE CITY OF BLUE  
ISLAND TO PERFORM UTILITY AND FRANCHISE AUDITS**

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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. 2014-030**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN  
AMAUDIT AND THE CITY OF BLUE ISLAND TO PERFORM UTILITY AND  
FRANCHISE AUDITS**

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

Whereas, it is in the best interests of the City to perform certain audits including utility tax and franchise audits;

Whereas, AmAudit has superior knowledge and expertise in the performance of such audits;

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 contract with AmAudit for audit services as described in the attached agreement.

**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 10<sup>th</sup> day of June, 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 F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 10<sup>th</sup> day of June, 2014.

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

**ATTESTED** and **Filed** in my office this  
 10<sup>th</sup> day of June, 2014.

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



## UTILITY COST AUDIT AGREEMENT

This Utility Cost Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (this "Agreement"), between **AmAudit**, an Illinois corporation, having its principal offices at 184 Shuman Blvd., Suite 270, Naperville, IL, 60563 (the "Auditor") and \_\_\_\_\_ (the "Client"). Client and Auditor are collectively referred to herein as the "Parties."

WHEREAS, *Client* is desirous of engaging the services of *Auditor* for the purpose of finding utility billing errors, reworking existing contracts, or any other means available by which *Client* may reduce or eliminate certain of its operating costs for utility service, or improve the quality of utility services being utilized by *Client*; and

WHEREAS, *Auditor* is desirous of performing such services on behalf of *Client* by utilizing its expertise in this field of cost reduction and/or possible cost elimination, and to include obtaining any credits and/or refunds;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

**SUBJECT TO THE PROVISIONS HEREIN,  
IF CLIENT DOES NOT RECEIVE A REFUND, CREDIT OR EXPENSE  
REDUCTION, THERE WILL BE NO FEE FOR OUR SERVICES.**

1. **AUDIT SERVICES** – *Auditor* agrees to review and analyze all bills for the utility services selected below: Such review will be for the purpose of reducing or eliminating ongoing costs to the lowest possible level consistent with *Client's* desired quality of service. In some cases our review may result in a credit or refund due to the *Client*.

- a. **Telecom Services:**
  - i. Local
  - ii. Long Distance
  - iii. Data
  - iv. Internet
- b. **Electric Services:**
- c. **Gas Services:**

CHECK BOX TO INCLUDE

<input type="checkbox"/>

2. **FINDINGS** – *Auditor* shall prepare a detailed written report of all of *Auditor's* findings with spreadsheet attachments, where applicable, comparing current costs with contract and/or tariff costs to determine variances and/or errors resulting in credits and forward savings. Removal of improper charges, cancellation of non-functioning services and all credits and refunds will be processed within a reasonable time after discovery. Where possible and appropriate, *Auditor* will seek to have credits refunded directly to *Client* in the form of a check, rather than a credit on future billing. Notice of changes and/or refunds will be provided to the *Client* in a timely manner. All Findings described in this Paragraph 2, and all work

performed by *Auditor* under this Agreement, are collectively referred to herein as the "Audit Findings and Reports".

3. **CREDITS, REFUNDS & CLAIMS** – *Auditor* shall process all credits, refunds and claims with a reasonable time after discovery, along with reasonable notice to *Client* of the discovery of such credit, refund or claim.
4. **RECOMMENDATIONS** – *Auditor* shall make recommendations as it deems appropriate, in its discretion, based on its Audit Findings and Reports. All such recommendations will be submitted in writing as part of *Auditor's* Audit Findings and Reports and are subject to approval by *Client*. *Auditor's* recommendations are only suggested solutions and *Client* may prefer other solutions to achieve the results of *Auditor's* recommendations. *Client* may seek and implement its own solution after first informing and conferring with *Auditor* as to its decision. Audit fees shall be deemed earned based on forward savings, with payment due as set forth in this Agreement, regardless whether they are obtained through *Auditor's* recommendations or *Client's* preferred solution.
5. **IMPLEMENTATION** – *Auditor* will implement any or all of the agreed upon recommendations on behalf of *Client*, to the extent that such implementation is within the power of the *Auditor*. *Client* may choose to implement any or all of the recommendations presented by *Auditor* subsequent to receipt of the Audit Findings and Reports. *Auditor* will act as *Client's* agent in the collection of any credits or refunds, as authorized by the *Client* authorization, except that *Auditor's* agency shall not automatically include representation in litigation or other dispute resolution, using *Auditor's* attorneys, without specific written agreement between the Parties to that effect. The Parties agree to good faith negotiation in determining whether *Auditor* shall represent *Client* in litigation or arbitration, using *Auditor's* attorneys.
6. **CLIENT OBLIGATIONS** – In addition to *Client's* responsibilities and obligations set forth elsewhere in this Agreement, *Client* agrees to the following specific items:
  - a. **Copies of Bills:** *Client* will promptly provide copies of the current billing for utility services as selected in Paragraph 1 of this Agreement, in a timely fashion. *Client* will also make available copies of all contracts for such services between *Client* and any and all utility carriers providing such services. *Client* may provide bills and requested information in either paper or electronic format.
  - b. **Letter of Authority:** For *Auditor* to acquire necessary information to perform a comprehensive cost audit of utility service providers, *Client* will provide two original, signed and dated Letters of Authority on its letterhead, using the language provided in Exhibit A of this Agreement. *Client* will promptly provide two originals to *Auditor*.
  - c. **Access to Staff:** *Client* will instruct its staff to cooperate fully with *Auditor* so that all recommendations can be made and implemented at the earliest possible date, and the Parties agree that "time is of the essence". *Client* also agrees to provide reasonable access to *Client* staff for purpose of clarifying utility services, tracking usage and function of utility services along with such other information as may be necessary from time to time. *Auditor* agrees that access to staff shall be at reasonable times and at the *Client's* convenience,, and *Client* shall reasonably cooperate with *Auditor's* requests.
  - d. **Changes to Existing Services:** *Client* agrees that during the process of the audit, *Client* will not make any changes to services other than normal additions and deletions made in the ordinary course of business, nor will *Client* change contract terms or conditions with utility carriers or other service providers until *Auditor's* work under this Agreement is complete.
  - e. **Pending Service Negotiations:** *Client* hereby represents that there are no pending negotiations with current utilities or other service providers to modify, change, reduce or otherwise affect

current utility services and that *Client* will not engage in those activities during the audit process, so that *Auditor* may complete its findings without changes requiring a re-start of the audit process or raising issues as to the value of *Auditor's* findings.

- f. **Acknowledgement of Current Situation:** *Client* agrees this it is not aware of any methods to reduce its costs for utility service or aware of any changes in configuration of utility services that would reduce its costs for service.
- g. **Standstill Letter to Staff:** *Client* agrees to inform its staff of the initiation of a cost audit through whatever means it deems appropriate. The provided Exhibit B is a sample internal correspondence that *Auditor* strongly encourages *Client* use for notification purposes.
- h. **Vendor Interference:** Upon *Auditor's* request of billing information from *Client's* vendors, vendors typically contact *Client* to discuss options and new services available to *Client*. In the event any vendor contacts *Client*, *Client* will immediately direct vendor to contact *Auditor* with any and all inquiries, at which point *Auditor* shall use its best efforts to negotiate with the vendor for *Client*.
- i. **Presentation of Audit Report:** *Client* agrees that it will establish an appointment with a representative of *Auditor* agent within fifteen (15) days after receiving notice from *Auditor* that the written audit report is ready for presentation. If *Client* fails to establish an appointment date as required, *Client* agrees that delivery of the written audit report within ten (10) working days after the required fifteen (15) day deadline, by certified mail, shall satisfy the requirement for *Auditor* to present the audit report. *Client* further agrees that it will initial and sign all of the items identified in the authorization page, either accepting or rejecting the recommendation, within thirty (30) days after presentation of the written audit report.
- j. **Use of Audit Findings:** *Client* shall not use directly or indirectly, or authorize the use of by any third party, throughout the 36-month period, any information obtained by *Auditor* to acquire credits, refunds or future revenues or future savings, or the Audit Findings and Reports, unless *Auditor* is paid its fee as required under this Agreement.

7. **INTELLECTUAL PROPERTY** – No work performed by AmAudit or its consultants or agents with respect to the Audit Findings and Reports or any supporting or related documents therefore shall be considered 'Work Made for Hire' (as defined under U.S. copyright law) and as such, shall be owned by and for the benefit of *Auditor*. In the event that it should be determined that the Audit Findings and Reports or any supporting documentation qualifies as a 'Work Made for Hire' under U.S. copyright law, *Client* hereby assigns to *Auditor*, as consideration for *Auditor's* work hereunder, all right, title and interest that it may have in the Audit Findings and Reports, and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. *Client* shall execute any and all documents required by *Auditor* to confirm that the Audit Report and Findings are not 'Work Made for Hire' or to effectuate assignment of its rights to *Auditor*.

8. **CONFIDENTIALITY** – The Audit Findings and Reports are confidential and proprietary information and constitute *Auditor's* trade secrets. Neither Party shall disclose or publish any Confidential Information to any person or affiliate outside the employ of *Client* or *Auditor* without the express written consent of the other Party unless required by statutory or court order. For purposes of this Agreement, "Confidential Information" means proprietary and confidential data or information of the Parties hereto in whatever form transmitted, relating to business plans, operation, systems and/or the purchase and use of telecommunications or utility services, including all other information gathered by *Auditor* during the course of this Agreement which (i) is disclosed by either Party, indicating its confidential or proprietary in nature or is obviously confidential or proprietary by its nature, i.e. the Audit Findings and Report, (ii) is developed during the relationship between the parties and set forth in the *Auditor's* report or work product,

or (iii) is contained or otherwise referenced in the Audit Findings and Report. The term "affiliate" shall mean any person or entity controlling, controlled by or under common control with a Party. All employees of the Parties hereto, or anyone acting on behalf of either Party, will be instructed to adhere to all of the terms of this Agreement. The restrictions herein shall not extend to discussions or disclosures to telecom, utility or other carriers as may be required to properly conduct the services to be performed pursuant to this Agreement.

9. **FOIA EXEMPTION** – *AUDITOR* IS PROVIDING THE AUDIT FINDINGS AND REPORTS TO *CLIENT* UNDER AN EXPRESS PROMISE BY *CLIENT* TO KEEP THE INFORMATION CONFIDENTIAL. *Client* may receive Freedom of Information Act ("FOIA") requests which may relate to this Agreement or the Audit Findings and Report. *Auditor* is a for-profit entity which is providing the Audit Findings and Reports to *Client* for the purposes detailed herein. Disclosure of any information contained in the Audit Findings and Reports for any reason, except those expressly authorized under this Agreement, will inflict substantial competitive harm upon *Auditor*, because *Auditor* faces actual competition which would likely use the Audit Findings and Reports to inflict substantial harm to *Auditor's* competitive position. *Client* agrees that disclosure of the Audit Report and Findings would make it more difficult for *Client* to obtain similar information in the future. Therefore, the Parties agree that the Audit Findings and Reports are exempt from inspection and copying under numerous FOIA exemptions, detailed in 5 ILCS 140/7, unless and until specifically ordered by a court or its equivalent. Specifically, the Audit Findings and Reports contain trade secrets, and commercial and financial information, pursuant to 5 ILCS 140/7(1)(g), which were obtained from *Auditor* and contain proprietary, privileged, and confidential information. The Audit Findings and Reports also contain maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency, and are therefore exempt from disclosure pursuant to 5 ILCS 140/7(1)(x). The Audit Findings and Reports may be subject to other exemptions under 5 ILCS 140/7. *Client* shall immediately notify *Auditor* of its receipt of any FOIA requests which relate to this Agreement or the Audit Findings and Reports.
10. **FEES** – *Auditor* shall be compensated by *Client* for services rendered under this Agreement by payment of a fee, as follows:
  - a. One half (50%) of the first thirty-six (36) month's savings that arise from any findings and/or recommendations authorized by *Client* and implemented by *Auditor*.
  - b. One half (50%) of any refunds or credits identified realized due to the findings by *Auditor's* Audit Findings and Reports, as more fully described in Paragraph 2 of this Agreement.
  - c. Pursuant to this Agreement, to the extent *Client* chooses not to implement a particular finding or recommendation offered by *Auditor*, *Client* shall not use such findings directly or indirectly or authorize the use by any third party for a period of thirty-six (36) months from date of presentation, unless *Auditor* has been paid its fee according to the provisions of this Agreement.
11. **PAYMENT SCHEDULE** – The fee earned for authorized forward savings shall be paid each month for thirty-six (36) consecutive months beginning with the month following the month in which the authorized changes have been fully implemented. *Client* understands and agrees that several invoices may issue in a single month, each covering a different service, due to different implementation dates of changes for each utility service. The entire fee for refunds or credits generated will be due and payable upon receipt of such refund or credit by the *Client*. All late payments shall incur a 1.5% per month late payment penalty, to be paid from the appropriation, Special Fund, or Special Assessment, as detailed herein.
12. **DEFAULT AND BREACH** – Unless contested, if *Client* should default on any payment for a period greater than 30 days from the billing date, *Auditor*, in its discretion, may accelerate all

payments due under this Agreement and seek recovery of the entire estimated audit fee. In the event of a breach of Paragraphs 6, 7, 8, 9, 14, or 15, the Parties agree that *Auditor* will be irreparably harmed and lacks an adequate remedy at law, so that *Auditor* may protect its rights hereunder through injunctive relief. *Client* shall not defend or object to *Auditor's* rights to obtain injunctive relief.

13. **FUTURE REVENUES AND FORWARD SAVINGS** – Future revenues and savings shall be determined by comparing the historical monthly revenues and/or costs, for the twelve (12) months prior to the *Auditor's* findings, described herein, to the estimated average monthly increase in future revenues and/or decrease in forward costs. Since estimating future revenues and forward savings varies based on the process necessary to establish those revenues and savings, the method of estimating the future revenues and forward savings will be described in detail as part of the Audit Findings and Reports.
14. **CLIENT REPRESENTATIONS AND WARRANTIES** – *Client* represents and warrants that it has the power to enter into this Agreement, bind itself and future *Client* administrations, and has passed all necessary or required appropriations pursuant to 65 ILCS 5/8-1-7 to effectuate payment to *Auditor* for fees due hereunder. Alternatively, *Client* represents and warrants that all revenue generated pursuant to this Agreement constitutes a Special Fund and will take all necessary steps to ensure that all required to be made to *Auditor* shall not be made from *Client's* general corporate funds. Therefore, this Agreement is subject to the Special Fund Rule, and the Parties expressly agree that this Agreement shall not be deemed to create any debt upon behalf of *Client*. Payment of amounts due hereunder shall be limited to the amounts which should be deposited into in the Special Fund or Special Assessment. *Client* hereby expressly waives all defenses and claims in may have under 65 ILCS 5/8-1-1, et seq., to the extent allowed by law. In the event *Client* must pay *Auditor* its reasonable fees hereunder or attorneys' fees and costs under this Agreement, those costs shall also be deemed to be paid from the Appropriation or Special Fund. To the extent allowed by law, *Auditor's* costs and fees shall be deemed outside consultant fees owed to professional consultants under 65 ILCS 5/8-1-7(b).
15. **REASONABLE PAYMENT IN THE EVENT OF BREACH** – In the event *Client* violates Paragraph 6 of this Agreement, so that *Auditor*, in its discretion, is unable to provide meaningful Audit Findings and Reports, or so that *Auditor's* Findings and Reports are made moot, *Client* shall pay *Auditor* its reasonable fees for work performed, subject to this Agreement.
16. **JURISDICTION AND VENUE** – This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. This Agreement has been negotiated and drafted in DuPage County, Illinois, and the work performed by Auditor hereunder shall be completely or substantially performed in DuPage County, Illinois. Parties expressly agree that the venue for any dispute arising out of or related to this Agreement shall be in DuPage County, Illinois.
17. **SEVERABILITY** – The Parties agree that if any portion of this Agreement is held unenforceable, void, or invalid in any respect for any reason by any court, such provision shall be severable from the remainder of this Agreement and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **ATTORNEYS' FEES AND COSTS** – In the event *Auditor* files any action to collect amounts due hereunder, or enforce any of its rights hereunder, *Client* shall pay *Auditor's* reasonable attorneys' fees and costs in bringing the action.
19. **SURVIVORSHIP** – This Agreement shall remain binding and survives any change in the Parties' existence. This Agreement shall inure to and be binding upon the Parties and successor and assigns of the Parties.
20. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement of the Parties with regard to the matters described herein and supersedes any and all prior negotiations, correspondence,

understandings, and agreements between the Parties with respect to the subject matter hereof.

21. **COUNTERPARTS** – The Parties each agree that faxed or emailed signatures are effective and shall serve to bind the Parties to this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this Agreement, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the Parties hereto, provided, however, the Parties shall exchange original signature pages reasonably promptly following execution hereof.
22. **EFFECTIVENESS** – This Agreement shall not be binding on the Parties hereto until the Agreement has been executed by each and all of the Parties.
23. **NO ORAL MODIFICATION; NO COURSE OF DEALING** – This Agreement sets forth the complete and exclusive agreement between the Parties, and that all prior or contemporaneous discussions, promises, conditions, negotiations, representations, inducements, warranties, express or implied, oral or written, are merged herein. No change in the terms of this Agreement shall be valid unless in writing and signed by all Parties hereto. Nothing contained in this Agreement shall be construed as creating any course of dealing or conduct between the Parties.
24. **HEADINGS** – The section headings and captions used in this Agreement are intended solely for convenience of reference and shall not control or effect the interpretation, meaning or construction of any provision of this Agreement.
25. **ADVICE OF COUNSEL** – The Parties expressly acknowledge that they have had the opportunity to discuss this matter with counsel, they have read and understand each and every provision of this Agreement.

**Client Name:**

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

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

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

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

**AmAudit:**

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

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

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

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

**EXHIBIT A**

(Letter of Authority)

**(Please copy onto company letterhead before signing)**

**LETTER OF AUTHORITY:**

- Telecommunications Providers: \_\_\_\_\_
- Natural Gas Utility and Providers: \_\_\_\_\_
- Electric Utility and Providers: \_\_\_\_\_
- GIS County Information Data Service: \_\_\_\_\_
- Other providers: \_\_\_\_\_

To Whom It May Concern:

For a period of 36 months from the date of this document, the undersigned appoints *AmAudit* as authorized representatives for the purposes of obtaining information relating to usage records, contracts, service orders, billing statements, municipal taxes and franchise agreement review. *AmAudit* and/or any authorized agent of *AmAudit* have the right to procure this information for the purpose of providing a review of services with a statement of recommendations including establishing on-line account information retrieval where available. This authority also permits *AmAudit* to make changes to correct contract errors, remove improper charges, request checks from carriers for any and all credits, and cancel accounts no longer in use.

You are hereby released from any and all liability for making pertinent information available to *AmAudit* and/or any officer or authorized agent of *AmAudit*. This authorization will become effective on the date of issuance indicated by the below signature.

Respectfully,

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_

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

**EXHIBIT B**

(Sample Standstill Letter)

From \_\_\_\_\_,  
To All Facilities & Department Managers;

Our City has contracted a firm by the name of AmAudit to undertake an audit of our utility bills. Specifically they will be reviewing our costs and obligations for natural gas, electricity, and telecommunications with the goal of reducing our overall costs.

AmAudit has been in business for 10 years and has audited over 70 municipalities.

I ask that you give AmAudit your full cooperation and support during this audit. I believe your knowledge and experience coupled with AmAudit's industry-wide experience will result in an overall better solution for reducing our costs for the referenced utility services.

Some of our responsibilities during the audit are as follows:

- Help provide copies of all bills and supplier agreements (1 month for all utility bills).
- You or your staff should be prepared to answer questions that the auditors may have in the audit process. These are expected to be very few.
- No changes are to be made to services, unless they are in the normal course of business such as adding or removing a phone line for an employee change.
- If there are active negotiations for any utility services, please immediately notify AmAudit so that area of service can be excluded or postponed from the audit.
- Once our utility vendors become aware of AmAudit, you are likely to receive calls wanting to discuss our utility services direct these calls to Bob Pastiak – Operations Manager at AmAudit at 630-615-4400 so they can coordinate with our vendors as part of the audit process.

In closing, I fully support AmAudit's efforts and ask that you give them your full cooperation. My office will support you in every way to reduce our utility costs wherever possible.

Sincerely,



## MUNICIPAL FRANCHISE & TAX AUDIT AGREEMENT

This Municipal Franchise & Tax Audit Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, (this "Agreement") between **AmAudit**, an Illinois corporation, having its principal offices at 184 Shuman Blvd., Suite 270, Naperville, IL, 60563, (the "*Auditor*") and \_\_\_\_\_ (the "*Client*"). Client and Auditor are collectively referred to as the "Parties".

WHEREAS, *Client* is desirous of engaging the services of *Auditor* for the purpose of finding utility taxation errors, reworking existing utility franchise contracts, or any other means available by which *Auditor* may increase revenue or improve the quality of services being provided to *Client*; and

WHEREAS, *Auditor* is desirous of performing such services on behalf of *Client* by utilizing its expertise in the field of utility tax collections and utility franchise provisions for purposes of earning a fee based on *Auditor's* findings.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agree to as follows:

SUBJECT TO THE PROVISIONS HEREIN, IF CLIENT DOES NOT RECEIVE AN  
INCREASE IN REVENUE, AN IMPROVEMENT  
IN SERVICE WHICH CAN BE QUANTIFIED OR A REDUCTION  
IN COST FOR SERVICE, THERE WILL BE NO FEE FOR OUR SERVICES.

1. **AUDIT SERVICES** – *Auditor* agrees to provide audit services to obtain credits, forward savings and increases in future revenues through audits in the following areas:
  - a. **Franchise & Taxes:** *Auditor* will review and analyze current electricity, telecom, cable and gas utility service tax and/or franchise fee collections. Such review shall compare business and residential address listings between *Client* and utility address listings for the purpose of determining proper utility tax collections and franchise fee payments.
  - b. **Tax Assessments and Collections:** *Auditor* will review and analyze current tax processes and methods for assessing utility taxes for natural gas, electricity, cable and telecom to attempt to increase the tax base and/or future tax revenues.
2. **FINDINGS** – *Auditor* shall prepare a detailed written report of all of *Auditor's* findings with spreadsheet attachments, where applicable, clearly demonstrating current utility revenues and costs and, where necessary, comparing current revenues and costs with required franchise fee payments and/or ordinance assessment rates to identify variances and errors, or methods to increase future revenues and savings. *Auditor* shall also prepare a detailed written report of all of *Auditor's* findings with a list of all discrepancies in utility tax records, compared to municipal records, together with credits and forward revenue increases and savings due to the audit. The audit process shall also include a review of taxing methods and its effect on reaching the entire taxing base within the municipality. All Findings described in this Paragraph 2, and all work performed by *Auditor* under this Agreement, are collectively referred to

herein as the "Audit Findings and Reports".

3. **CREDITS, REFUNDS, AND CLAIMS** – *Auditor* shall provide reasonably prompt notice to *Client* of the discovery of all credits, refunds, or claims, and process all credits, refunds, and claims within a reasonable time after discovery.
4. **RECOMMENDATIONS** – *Auditor* shall make recommendations, as it deems appropriate in its discretion, based on *Auditor's* Audit Findings and Reports, for the purpose of correcting payment collection and increasing future revenues and savings. All such recommendations shall be submitted in writing as part of the Audit Findings and Reports, and are subject to approval by *Client*. *Auditor's* recommendations are only suggested solutions, and *Client* may prefer other solutions that it seeks and obtains on its own after presentation of the *Auditor's* Audit Findings and Reports. *Auditor's* fees shall nonetheless be deemed earned if *Auditor's* Audit Findings and Reports result in increases in future revenue and/or savings, regardless if they are obtained through *Auditor's* Audit Findings and Reports or through *Client's* preferred solution.
5. **IMPLEMENTATION** – *Auditor* will implement any or all of the agreed upon recommendations on behalf of *Client*, to the extent that such implementation is within the power of the *Auditor*, as authorized by *Client*. If implementation requires enactment of a municipal ordinance, or other actions within *Client's* power, *Client* shall be responsible for such implementation. *Client* may choose to implement any or all of the recommendations presented by *Auditor* subsequent to receipt of the Audit Findings and Reports. *Auditor* will act as *Client's* agent in the collection of any taxes, fees, credits or refunds, except that such agency shall not automatically include representation in litigation, using *Auditor's* attorneys, or before the Illinois Commerce Commission (ICC), without specific written agreement between the Parties to that effect. The Parties agree to good faith negotiation in determining whether *Auditor* shall represent *Client* in litigation using *Auditor's* attorneys, or before the ICC.
6. **CLIENT OBLIGATIONS** – In addition to *Client's* responsibilities and obligations set forth elsewhere in this Agreement, *Client* agrees to the following specific items:
  - a. **Copies of Documents:** *Client* will provide copies of all current franchise agreements, including copies of all contracts for utility services between *Client* and any carriers providing such services, municipal tax ordinances, and copies of the current statements and bills for electricity, telecom, cable and gas services, as more fully described in paragraph 1(a) & 1(b) above, in a timely fashion. *Client* may provide requested information in paper form or electronic format.
  - b. **Letter of Authority:** For *Auditor* to acquire necessary information to perform a comprehensive cost audit of utility service providers, *Client* will provide two original, signed and dated Letters of Authority on its letterhead, using the language provided in Exhibit A of this Agreement. *Client* will promptly provide two originals to *Auditor*.
  - c. **Access to Staff:** *Client* also agrees to provide reasonable access to *Client* staff for purpose of identifying payments, clarifying services, tracking usage, identifying carrier personnel assigned to *Client* and such other information as may be necessary from time to time. *Auditor* agrees that access to staff shall be at reasonable times and at the convenience of *Client*, and *Client* shall reasonably cooperate with *Auditor's* requests.
  - d. **Changes to Existing Services:** *Client* agrees that during the process of the audit, *Client* will not make any changes to tax bases other than normal additions and deletions made in the ordinary course of business, nor will *Client* change contract terms or conditions with utility carriers until *Auditor's* work under this Agreement is complete.
  - e. **Pending Service Negotiations:** *Client* hereby represents that there are no pending negotiations with current or other carriers to modify, change, reduce or otherwise affect current utility

franchise agreements and that *Client* will not engage in those activities during the audit process, so that *Auditor* may complete its findings without changes requiring a re-start of the audit process or raising issues as to the value of *Auditor's* findings.

- f. **Acknowledgement of Current Situation:** *Client* agrees this it is not aware of any methods to increase revenues for utility service or aware of any changes in configuration of utility services that would increase its utility revenues.
- g. **Standstill Letter to Staff:** *Client* agrees to inform its staff of the initiation of a franchise and tax audit through whatever means it deems appropriate. Exhibit B is a sample internal correspondence that *Auditor* strongly encourages *Client* use for notification purposes.
- h. **Vendor Interference:** Upon *Auditor's* request of utility billing information from *Client's* vendors, vendors typically contact *Client* to discuss options and new services available to *Client*. In the event any vendor contacts *Client*, *Client* will immediately direct vendor to contact *Auditor* with any and all inquiries, at which point *Auditor* shall use its best efforts to negotiate with the vendor for *Client*.
- i. **Presentation of Audit Report:** *Client* agrees that it will establish an appointment with a representative of *Auditor* within fifteen days after receiving notice from *Auditor* that the written audit report is ready for presentation. If *Client* fails to establish an appointment date as required, *Client* agrees that delivery of the written audit report within ten working days after the required fifteen (15) day deadline, by certified mail, shall satisfy the requirement for *Auditor* to present the audit report. *Client* further agrees that they will initial and sign all of the items identified in the authorization page, either accepting or rejecting the recommendation, within thirty (30) days after presentation of the written audit report.
- j. **Use of Audit Findings:** *Client* shall not use directly or indirectly, or authorize the use of by any third party, throughout the 36-month period, any information obtained by *Auditor* to acquire credits, refunds or future revenues or future savings, or the Audit Findings and Reports, unless *Auditor* is paid its fee as required under this Agreement.

7. **INTELLECTUAL PROPERTY** – No work performed by AmAudit or its consultants or agents with respect to the Audit Findings and Reports or any supporting or related documents therefore shall be considered 'Work Made for Hire' (as defined under U.S. copyright law) and as such, shall be owned by and for the benefit of *Auditor*. In the event that it should be determined that the Audit Findings and Reports or any supporting documentation qualifies as a 'Work Made for Hire' under U.S. copyright law, *Client* hereby assigns to *Auditor*, as consideration for *Auditor's* work hereunder, all right, title and interest that it may have in the Audit Findings and Reports, and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. *Client* shall execute any and all documents required by *Auditor* to confirm that the Audit Report and Findings are not 'Work Made for Hire' or to effectuate assignment of its rights to *Auditor*.

8. **CONFIDENTIALITY** – The Audit Findings and Reports are confidential and proprietary information and constitute *Auditor's* trade secrets. Neither Party shall disclose or publish any Confidential Information to any person or affiliate outside the employ of *Client* or *Auditor* without the express written consent of the other Party unless required by statutory or court order. For purposes of this Agreement, "Confidential Information" means proprietary and confidential data or information of the Parties hereto in whatever form transmitted, relating to business plans, operation, systems and/or the purchase and use of telecommunications or utility services, including all other information gathered by *Auditor* during the course of this Agreement which (i) is disclosed by either Party, indicating its confidential or proprietary in nature or is obviously confidential or proprietary by its nature, i.e. the Audit Findings and Report, (ii) is developed during the relationship between the parties and set forth in the *Auditor's* report or work product, or (iii) is contained or otherwise referenced in the Audit Findings and Report. The term "affiliate" shall

mean any person or entity controlling, controlled by or under common control with a Party. All employees of the Parties hereto, or anyone acting on behalf of either Party, will be instructed to adhere to all of the terms of this Agreement. The restrictions herein shall not extend to discussions or disclosures to telecom, utility or other carriers as may be required to properly conduct the services to be performed pursuant to this Agreement.

- 9. FOIA EXEMPTION – AUDITOR IS PROVIDING THE AUDIT FINDINGS AND REPORTS TO CLIENT UNDER AN EXPRESS PROMISE BY CLIENT TO KEEP THE INFORMATION CONFIDENTIAL.** *Client* may receive Freedom of Information Act (“FOIA”) requests which may relate to this Agreement or the Audit Findings and Report. *Auditor* is a for-profit entity which is providing the Audit Findings and Reports to *Client* for the purposes detailed herein. Disclosure of any information contained in the Audit Findings and Reports for any reason, except those expressly authorized under this Agreement, will inflict substantial competitive harm upon *Auditor*, because *Auditor* faces actual competition which would likely use the Audit Findings and Reports to inflict substantial harm to *Auditor*’s competitive position. *Client* agrees that disclosure of the Audit Report and Findings would make it more difficult for *Client* to obtain similar information in the future. Therefore, the Parties agree that the Audit Findings and Reports are exempt from inspection and copying under numerous FOIA exemptions, detailed in 5 ILCS 140/7, unless and until specifically ordered by a court or its equivalent. Specifically, the Audit Findings and Reports contain trade secrets, and commercial and financial information, pursuant to 5 ILCS 140/7(1)(g), which were obtained from *Auditor* and contain proprietary, privileged, and confidential information. The Audit Findings and Reports also contain maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, treatment, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency, and are therefore exempt from disclosure pursuant to 5 ILCS 140/7(1)(x). The Audit Findings and Reports may be subject to other exemptions under 5 ILCS 140/7. *Client* shall immediately notify *Auditor* of its receipt of any FOIA requests which relate to this Agreement or the Audit Findings and Reports.
- 10. FEES –** *Auditor* shall be compensated by *Client* for services rendered under this Agreement by payment of a fee, as follows:
- a. One half (50%) of the first thirty six (36) month’s forward savings; and that arise from any findings and/or recommendations authorized by *Client* and implemented by *Auditor* and sixty (60) month term for database audit findings.
  - b. One half (50%) of the first thirty six (36) month’s gross income generated from any increases in revenue income; and One half (50%) of any refunds or credits identified actually realized by *Client* due to the findings by *Auditor* more fully described in Paragraph 2 Findings.
  - c. Monthly fees will be based on actual revenue increases or savings. In the event actual revenues or actual savings are unavailable monthly, the fee will be based on the methodology set forth in Section 11 below and shall be subject to a mandatory true-up to actual revenues annually if the revenue increase exceeds \$10,000.00 per month. If the estimated revenue increases are between \$2,000.00 and \$10,000.00 per month, either Party may request a true-up to actual revenues annually. Revenue increases under \$2,000.00 per month shall have the fee based on the estimated revenues.
- 11. PAYMENT SCHEDULE –** The fee earned for authorized forward revenues and savings shall be paid each month for thirty-six (36) consecutive months for revenue increases due to review of laws of record for *Client* or sixty (60) consecutive months for revenue increases resulting in correcting the database of addresses where the utility collects taxes, both beginning with the month following the month in which the authorized changes have been fully implemented. *Client* understands and agrees that several invoices may issue in any single month, each covering a separate utility service, due to different implementation dates of changes for each utility service. The entire fee for refunds or credits generated will be due upon receipt of such refund or credit by the *Client*. All late payments shall incur a 1.5% per month late payment penalty,

to be paid from the appropriation, Special Fund, or Special Assessment, as detailed herein.

12. **DEFAULT AND BREACH** – Unless contested, if *Client* should default on any payment for a period greater than 30 days from the billing date, *Auditor*, in its discretion, may accelerate all payments due under this Agreement and seek recovery of the entire estimated audit fee. In the event of a breach of Paragraphs 6, 7, 8, 9, 14, or 15, the Parties agree that *Auditor* will be irreparably harmed and lacks an adequate remedy at law, so that *Auditor* may protect its rights hereunder through injunctive relief. *Client* shall not defend or object to *Auditor's* rights to obtain injunctive relief.
13. **FUTURE REVENUES AND FORWARD SAVINGS** – Future revenues and savings shall be determined by comparing the historical monthly revenues and/or costs, for the twelve (12) months prior to the *Auditor's* findings, described herein, to the estimated average monthly increase in future revenues and/or decrease in forward costs. Since estimating future revenues and forward savings varies based on the process necessary to establish those revenues and savings, the method of estimating the future revenues and forward savings will be described in detail as part of the Audit Findings and Reports.
14. **CLIENT REPRESENTATIONS AND WARRANTIES** – *Client* represents and warrants that it has the power to enter into this Agreement, bind itself and future *Client* administrations, and has passed all necessary or required appropriations pursuant to 65 ILCS 5/8-1-7 to effectuate payment to *Auditor* for fees due hereunder. Alternatively, *Client* represents and warrants that all revenue generated pursuant to this Agreement constitutes a Special Fund and will take all necessary steps to ensure that all required to be made to *Auditor* shall not be made from *Client's* general corporate funds. Therefore, this Agreement is subject to the Special Fund Rule, and the Parties expressly agree that this Agreement shall not be deemed to create any debt upon behalf of *Client*. Payment of amounts due hereunder shall be limited to the amounts which should be deposited into in the Special Fund or Special Assessment. *Client* hereby expressly waives all defenses and claims in may have under 65 ILCS 5/8-1-1, et seq., to the extent allowed by law. In the event *Client* must pay *Auditor* its reasonable fees hereunder or attorneys' fees and costs under this Agreement, those costs shall also be deemed to be paid from the Appropriation or Special Fund. To the extent allowed by law, *Auditor's* costs and fees shall be deemed outside consultant fees owed to professional consultants under 65 ILCS 5/8-1-7(b).
15. **REASONABLE PAYMENT IN THE EVENT OF BREACH** – In the event *Client* violates Paragraph 6 of this Agreement, so that *Auditor*, in its discretion, is unable to provide meaningful Audit Findings and Reports, or so that *Auditor's* Findings and Reports are made moot, *Client* shall pay *Auditor* its reasonable fees for work performed, subject to this Agreement.
16. **JURISDICTION AND VENUE** – This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. This Agreement has been negotiated and drafted in DuPage County, Illinois, and the work performed by Auditor hereunder shall be completely or substantially performed in DuPage County, Illinois. Parties expressly agree that the venue for any dispute arising out of or related to this Agreement shall be in DuPage County, Illinois.
17. **SEVERABILITY** – The Parties agree that if any portion of this Agreement is held unenforceable, void, or invalid in any respect for any reason by any court, such provision shall be severable from the remainder of this Agreement and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
18. **ATTORNEYS' FEES AND COSTS** – In the event *Auditor* files any action to collect amounts due hereunder, or enforce any of its rights hereunder, *Client* shall pay *Auditor's* reasonable attorneys' fees and costs in bringing the action.
19. **SURVIVORSHIP** – This Agreement shall remain binding and survives any change in the Parties' existence. This Agreement shall inure to and be binding upon the Parties and successor and assigns of the Parties.

20. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement of the Parties with regard to the matters described herein and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties with respect to the subject matter hereof.
21. **COUNTERPARTS** – The Parties each agree that faxed or emailed signatures are effective and shall serve to bind the Parties to this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument. For purposes of this Agreement, facsimile and scanned signatures shall be considered the same as original signatures and shall be treated as valid and binding upon the Parties hereto, provided, however, the Parties shall exchange original signature pages reasonably promptly following execution hereof.
22. **EFFECTIVENESS** – This Agreement shall not be binding on the Parties hereto until the Agreement has been executed by each and all of the Parties.
23. **NO ORAL MODIFICATION; NO COURSE OF DEALING** – This Agreement sets forth the complete and exclusive agreement between the Parties, and that all prior or contemporaneous discussions, promises, conditions, negotiations, representations, inducements, warranties, express or implied, oral or written, are merged herein. No change in the terms of this Agreement shall be valid unless in writing and signed by all Parties hereto. Nothing contained in this Agreement shall be construed as creating any course of dealing or conduct between the Parties.
24. **HEADINGS** – The section headings and captions used in this Agreement are intended solely for convenience of reference and shall not control or effect the interpretation, meaning or construction of any provision of this Agreement.
25. **ADVICE OF COUNSEL** – The Parties expressly acknowledge that they have had the opportunity to discuss this matter with counsel, they have read and understand each and every provision of this Agreement.

**Client Name:**

**AmAudit:**

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

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

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

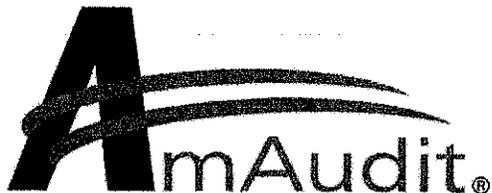
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Title: \_\_\_\_\_

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

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

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



## Utility Audits for *Municipalities* | *Good Stewardship begins with an Audit*

AmAudit provides specialized utility auditing services for municipalities. AmAudit provides an unbiased auditing service as it does not resell any utility services. We audit utility services for natural gas, electricity, telecommunications including wireless, and cable. AmAudit identifies areas to reduce costs while maintaining the same service level and identifies lost revenues due to utility errors or deregulation. AmAudit provides its services on a contingent fee basis; if we are unsuccessful in finding lower costs or increased revenues, our clients owe nothing.

AmAudit offers three distinct services to our municipal clients:

### **Utility Tax Collection Audit**

The most popular audit service we provide is our Utility Tax Collection Audit. The overall goal of our tax audit is to identify areas where revenue is being lost due to a variety of factors. Many municipalities charge residents taxes for the use of utilities services such as natural gas, electricity, telephone and cable. AmAudit works in collaboration with the utility tax collector to verify all residents and businesses are 1.) on the appropriate tax rolls, and 2.) are paying the correct level of taxes according to local ordinances. Once our analysis is complete, AmAudit provides a detailed report of its findings and works with the utility to resolve any errors in collection.

### **Utility Cost Audit**

The overall goal of our Utility Cost Audit is to identify billing errors, identify opportunities for refunds or credits, and ensure the municipalities' cost for basic utility services are optimal. AmAudit reviews tariffs, existing contracts with the utilities or vendors, municipal ordinances, and any alternative supplier contracts. AmAudit prepares findings with recommendations for ways to reduce your costs for these basic services while providing equal or better utility service. AmAudit strives to keep existing vendors thus reducing turmoil.

### **Utility Franchise Agreement Audit**

In most communities, municipalities allow utilities to use public "rights of way" to install their infrastructure for delivery of electricity, natural gas, telecommunications and cable. AmAudit reviews each utility franchise agreement to ensure compliance by the applicable utility. Where necessary AmAudit audits the revenues paid for public land usage. Further, AmAudit identifies gaps in compliance and provides written findings and recommendations for pursuit of claims, along with assistance in getting these claims resolved.

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

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**RESOLUTION  
NUMBER 2014-031**

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**A RESOLUTION AUTHORIZING EXECUTION OF ALL  
NECESSARY DOCUMENTS AND ACCEPTING ILLINOIS  
HOUSING DEVELOPMENT AUTHORITY GRANT FOR  
ABANDONED PROPERTY MUNICIPAL RELIEF PROGRAM.**

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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. 2014-031**

**A RESOLUTION AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS  
AND ACCEPTING ILLINOIS HOUSING DEVELOPMENT AUTHORITY GRANT FOR  
ABANDONED PROPERTY MUNICIPAL RELIEF PROGRAM**

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

Whereas, it is in the best interests of the City to apply for and approve acceptance of certain grant funds to be used to manage abandoned property within the municipal boundaries;

Whereas, the State of Illinois provides for grant funds through the Illinois Housing Development Authority abandoned property municipal relief program;

Whereas, the City of Blue Island (the "City") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Abandoned Residential Property Municipal Relief Program (the "Program"), as that Program is authorized by Section 7.31 of the Illinois Housing Development Act, 20 ILCS 3805/1 et seq. and the rules promulgated under the Act codified at 47 Ill. Adm. Code 381, as may be amended from time to time;

Whereas, the City shall enter into the Agreement with the Authority wherein the Authority agrees to make the Grant to the City, which shall be used by the City to assist with the maintenance and demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

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 Mayor or his designee are hereby authorized and empowered to execute and deliver in the name of or on behalf of the City the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the City to perform its obligations under the Agreement.

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

The City Council further authorizes the Mayor or his designee to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions. The City Council hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

### **SECTION 3: EFFECTIVE DATE**

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

ADOPTED this 10<sup>th</sup> day of June, 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 F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 10<sup>th</sup> day of June, 2014.

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

**ATTESTED and Filed** in my office this  
10<sup>th</sup> day of June, 2014.

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

## PROGRAM FUNDING AGREEMENT

This **PROGRAM FUNDING AGREEMENT** (this "Agreement"), made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2014, by and between **CITY OF BLUE ISLAND**, an Illinois unit of local government ("Recipient") and the Illinois Housing Development Authority (the "Authority") a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "IHDA Act").

### WITNESSETH:

**WHEREAS**, pursuant to authority under Section 7.31 of the IHDA Act and the rules promulgated thereunder and codified at 47 Ill. Adm. Code 381 (the "Rules"), the Authority may provide Funds to municipalities and counties in Illinois participating in the Abandoned Residential Property Municipality Relief Program for the maintenance and demolition of abandoned properties; and

**WHEREAS**, the Authority has issued, and the Recipient has accepted, that certain Conditional Commitment Letter (together with any amendments thereto, the "Commitment"), pursuant to which the Authority has agreed to provide funds to the Recipient in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) (the "Funds") and Recipient will use the Funds for Eligible Uses in connection with maintenance and demolition of Abandoned Residential Property within the Recipient's jurisdiction (the "Project") and for no other purpose; and

**WHEREAS**, as an inducement to the Authority to provide the Funds, the Recipient agrees to enter into this Agreement and consents to be regulated and restricted by the Authority as provided in this Agreement, the IHDA Act and the Rules.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Incorporation.** The foregoing recitals are made a part of this Agreement.
2. **Act and Regulations.** The Recipient agrees that at all times its acts regarding the Project shall comply with the applicable provisions of the IHDA Act and the Rules.

3. **Definitions:**

"Abandoned Property Program" shall mean the Abandoned Residential Property Municipal Relief Program authorized by Section 7.31 of the IHDA Act and the Rules.

"Abandoned Residential Property" shall have the meaning ascribed to it in the Rules.

"Application" shall mean the application for the Funds completed by the Recipient.

“Business Day” shall mean any day other than (i) a Saturday or Sunday, or (ii) a day on which the Authority is authorized or obligated by law to be closed.

“Closing Date” shall mean the date upon which all requirements set forth in the Commitment have been satisfied. This Agreement shall be dated as of the Closing Date and shall become effective as of the Effective Date.

“Commitment” shall mean that certain Conditional Commitment Letter by the Authority and accepted by the Recipient dated as of May 13, 2014.

“Disbursements” shall mean the Funds that may be disbursed to the Recipient after the Closing Date.

“Effective Date” shall mean July 28, 2014.

“Eligible Uses” shall have the meaning ascribed to it in the Rules.

“Fund Documents” shall mean the Application, this Agreement, the Commitment and any and all other documents evidencing or governing the Funds.

“Initial Disbursement” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as of January 1, 2012 through the Effective Date.

“Quarterly Disbursements” shall mean that portion of the Funds that may be disbursed to the Recipient after the Closing Date for reimbursement in connection with expenses for Eligible Uses incurred by the Recipient as detailed on the Recipient’s Quarterly Disbursement Statements.

“Termination Date” shall mean the date which is two (2) years after the Effective Date.

4. **Commencement.** The term of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions herein, shall terminate on the Termination Date. No disbursement shall be made under this Agreement after the Termination Date. Any Funds disbursed to the Recipient but not expended by the Recipient as of the Termination Date shall be returned to the Authority within Five (5) Business Days after the Termination Date.

5. **Project Requirements.** In connection with the Project, the Recipient shall perform functions that include, but may not be limited to, the following:

- a. Report data-points and financials to Authority, as set forth herein.
- b. Use funds for Eligible Uses as ascribed in Rules.

c. Recipient is not barred from receiving funds under any federal program or any program of the state. In addition, Recipient is not delinquent in the payment of any debt to the State of Illinois (or if delinquent has entered into a deferred payment plan to pay the debt), and Recipient and its affiliates acknowledge the Authority may declare this Agreement void if this certification is false or if Recipient or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.

d. Recipient has satisfied and will continue to satisfy all terms, conditions, and covenants of and has not suffered or will suffer any event of default of any agreement, contract or requirement of the Authority, HUD, the State, or any political subdivision thereof.

e. Recipient has not been convicted of bribery or attempting to bribe an officer or employee of the State in that officer's or employee's official capacity; nor has it made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. In addition, if Recipient has been convicted of a felony, as least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business.

f. Recipient will at all times, in the performance of this Agreement, comply with all applicable federal, state, and local laws and regulations.

g. Recipient shall obtain a fidelity bond coverage or honesty insurance in an amount that is at least equal to the lesser of (a) the Funds awarded, or (b) \$100,000.00 with the Authority named as an additional insured.

h. Recipient shall provide wire instructions or ACH deposit instructions for the Bank Account (as defined in **Paragraph 7.f** hereof).

i. Recipient shall perform any other functions that the Authority may reasonably require.

The Authority reserves the right to assess the Recipient's performance of the Project at all times throughout the term of this Agreement. If the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, the Authority shall have the right to terminate this Agreement pursuant to **Paragraph 10** hereof.

6. **Additional Covenants.** The Recipient further certifies under oath, covenants and agrees that, to the best of Recipient's knowledge, information and belief, (i) all representations and warranties of the Recipient contained in this Agreement and the other Fund Documents are true, accurate and complete as of the date hereof and shall be true, accurate and complete at the time of the Disbursement; (ii) that the Funds shall be used only for the purposes described in this Agreement; and (iii) that the award of Funds is conditioned upon the certification as set forth in this **Paragraph 6**.

7. **Disbursement of Funds.** Provided that adequate funds have been appropriated or directed to the Authority to fulfill its obligations under this Agreement, the Authority will authorize the Disbursements as follows:

a. **Initial Disbursement.** On or after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses as of January 1, 2012 through the Effective Date (the "Initial Disbursement Statement"), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority, and documents substantiating the expenditures made by Recipient, which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Initial Disbursement Statement, the Initial Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Initial Disbursement Statement.

b. **Quarterly Disbursements.** Within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date, the Recipient shall provide the Authority with a detailed accounting of all expenses incurred by the Recipient for Eligible Uses (the "Quarterly Disbursement Statement"), as set forth in **Paragraph 7.d** hereof, on a form supplied by the Authority which must be satisfactory to the Authority in its sole and absolute discretion. Provided that the Authority approves of the Quarterly Disbursement Statement, the Quarterly Disbursement will be disbursed within forty-five (45) days of the Authority's receipt of the Quarterly Disbursement Statement. Notwithstanding anything to the contrary contained herein, each Quarterly Disbursement shall also be based on the Recipient's performance under the Abandoned Property Program to date and the Recipient's continued willingness to perform. Notwithstanding anything to the contrary contained herein, the Authority reserves the right, in its sole and absolute discretion, to increase, decrease or eliminate the Funds to the Recipient and the Authority has the right to modify the expenditure timeline as set forth herein.

c. **Rejection of Disbursement Statement.** If the Authority rejects the Recipient's Initial Disbursement Statement or a Quarterly Disbursement Statement, the Authority shall give its reasons for such rejection in a written notice to Recipient as provided in **Paragraph 19** hereof and the Recipient shall have five (5) Business Days from the date of receipt of the rejection notice, or within such further time as the Authority in its sole discretion permits, to cure any defects in the documents submitted and, provided the cure is accepted by the Authority, additional Disbursements may be made to the Recipient. If the Recipient fails to cure any defects to the Authority's satisfaction, the Authority may declare a default under this Agreement, effective upon notice to the Recipient, and shall have the remedies available to it as set forth in **Paragraph 10** hereof.

d. **Disbursement Statements.** The Initial Disbursement Statement and each Quarterly Disbursement Statement shall include:

- (i) A complete and accurate Abandoned Property Program-Cumulative Accounting of the expenses for Eligible Uses incurred by the Recipient on a form supplied by the Authority.

(ii) Evidence and back-up documentation of expenses for Eligible Uses, including, but not limited to, receipts, ledgers, invoices, before and after pictures, addresses or geographic coordinates, and number of abandoned residential properties served.

(iii) Any and all other documents and showings reasonably requested by the Authority or its counsel.

e. Documentation Retention. As set forth in **Paragraph 11** hereof, Recipient shall maintain copies of all documents substantiating expenditures made by Recipient in connection with the Abandoned Property Program for a period of five (5) years after the Termination Date. Recipient shall ensure that all books, records, and supporting documents in relation to all expenses in connection with the Abandoned Property Program are maintained at the address listed for the Recipient in **Paragraph 19** hereof and are available for inspection by the Authority upon the Authority's request.

f. Bank Account for Disbursements. The Authority shall effectuate Disbursements by transferring the Funds directly to a bank account (the "Bank Account"), established at a bank or other financial institution (the "Bank") selected by the Recipient and acceptable to the Authority. Recipient shall provide evidence of the Bank Account to the Authority on a form acceptable to the Authority and shall include ACH instructions on a form acceptable to the Authority. Recipient shall be responsible for the management of the Bank Account, and shall cause the Bank to provide the Authority with copies of statements upon the Authority's request. Recipient shall maintain the Bank Account as a separate account or a separate sub-account designated solely for the Abandoned Property Program. Any fees and costs charged or incurred by Bank in connection with the Bank Account shall be paid by the Recipient.

8. Reporting Requirements. The Recipient shall provide quarterly reports to the Authority within ten (10) calendar days of the end of each quarter, commencing with the first full quarter ending after the Effective Date in accordance with Section 381.209 of the Rules. The Recipient's submission of the Quarterly Disbursement Statements as set forth in **Paragraph 7** hereof will be sufficient to meet the reporting requirements under this **Paragraph 8**.

9. Non-Discrimination.

a. The Recipient shall not, in the provision of services in connection with the Project, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, disability, national origin, familial or marital status, unfavorable military discharge or because the person is receiving governmental rental assistance.

b. The Recipient shall comply with all of the provisions of Paragraph 13 of the IHDA Act, and all other provisions of federal, state and local law relative to non-

discrimination.

c. The Recipient agrees not to commit unlawful discrimination in employment in Illinois as that term is used in the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination. The Recipient agrees to comply with the applicable provisions of the Fair Housing Act (42 USC 3601 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Illinois Environmental Barriers Act (410 ILCS 25), the Illinois Accessibility Code (71 Ill. Adm. Code 400), and all other applicable state and federal laws concerning discrimination and fair housing. The Recipient further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

d. The Recipient agrees and acknowledges that they are in compliance with and will remain in compliance with all federal and State laws, rules, and regulations required as a regular course of their business and pursuant to IHDA Act, the Rules, and the Abandoned Property Program. The Recipient agrees and acknowledges that it is its responsibility to determine which laws, rules and regulations apply.

**10. Violation of Agreement.** Upon learning of a violation of any of the provisions of this Agreement by the Recipient or if the Authority determines, in its sole discretion, that the Recipient's performance of the Project is not satisfactory or that the Project is not yielding satisfactory results for the operation of the Abandoned Property Program, or if the Recipient becomes insolvent, defunct, or commences bankruptcy proceedings, or should any director, officer, employee or official of Recipient engage in fraud, willful misconduct or gross negligence or misappropriate any funds, then the Authority may give written notice of such violation or unsatisfactory performance to the Recipient, as provided in **Paragraph 19** hereof. If such violation or unsatisfactory performance is not corrected to the satisfaction of the Authority within thirty (30) days after the receipt of such notice, or within such further time as the Authority in its sole discretion permits, the Authority may declare a default under this Agreement, effective upon notice to the Recipient the Authority may:

a. Recover the disbursed Funds, or such portion of the disbursed Funds as are, in the sole judgment of the Authority, related to the violation of this Agreement;

b. Terminate this Agreement; and

c. Exercise such other rights or remedies as may be available to the Authority under this Agreement, at law or in equity.

No waiver by the Authority of any breach of this Agreement shall be deemed to be a waiver of any other existing or subsequent breach of this Agreement. No delay in exercising, failure to exercise, or incomplete exercise by the Authority of any right under this Agreement shall operate as a waiver of such right or any other right. The Authority's remedies are cumulative and the exercise of one remedy shall not be deemed an election of remedies, nor foreclose the exercise of the Authority's other remedies.

Notwithstanding the foregoing thirty (30) day cure period for violations of the Agreement, the cure period for Requests for Disbursements shall be as set forth in **Paragraph 7** hereof.

**11. Monitoring of Project.** The Authority, the Auditor General and the Attorney General, and their respective agents or representatives (collectively, the "Auditor") shall have the right at any time from the Closing Date through five (5) years after the Termination Date, upon notice to the Recipient to inspect the books and records of the Recipient relating to the Project completed during the Project. Recipient shall make available this Agreement and all books, records and supporting documents related to this Agreement for review and audit by the Auditor. Recipient shall cooperate fully with any audit conducted by the Auditor and shall permit the Auditor full access to all relevant materials. The required documentation may include, but is not limited to, a copy of the municipality's or county's Application to the Authority; all records relating to the Eligible Uses under the Program, as set forth in Section 381.203 of the Rules; and any other documentation required by the Auditor. Recipient further agrees that the failure of the Recipient to maintain the books, records, and supporting documents required by this **Paragraph 11** shall establish a presumption in favor of the State of Illinois and the Authority for the recovery of any funds paid by the State of Illinois or the Authority under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

**12. Indemnification of the Authority.** Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Abandoned Property Program, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this **Paragraph 12** shall survive the provision of the Funds.

**13. Drug-Free Workplace.** If applicable, Recipient agrees to comply with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Recipient's Drug Free Workplace Certification (form of which is attached hereto as **Exhibit A**) is made a part of this Agreement.

**14. Amendment of Agreement.** This Agreement shall not be altered or amended except by a written instrument signed by the parties to it.

**15. Partial Invalidity.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

**16. Binding on Successors.** This Agreement shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest and assigns, provided that the Recipient may not assign this Agreement, its right to the Funds proceeds or any of its obligations under this Agreement without the prior written approval of the Authority.

17. **Gender.** The use of the plural in this Agreement shall include the singular; the singular shall include the plural; and the use of any gender shall be deemed to include all genders.

18. **Captions.** The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of the Agreement.

19. **Notices.** Any notice, demand, request or other communication that any party may desire or may be required to give to any other party under this Agreement shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to the Authority:

Illinois Housing Development Authority  
401 North Michigan Avenue, Suite 700  
Chicago, Illinois 60611  
Attention: Legal Department

If to Recipient:

City of Blue Island  
13051 Greenwood Avenue  
Chicago, Illinois 60406  
Attention: Nicholas Crite, Supervisor of Buildings

Such addresses may be changed by notice to the other party given in the same manner as provided in this **Paragraph 19**. Any notice, demand, request or other communication sent pursuant to subparagraph (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subparagraph (b) shall be served and effective one (1) Business Day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subparagraph (c) shall be served and effective three (3) Business Days after proper deposit with the United States Postal Service.

20. **Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Agreement must be produced or exhibited, be the Agreement, but all such counterparts shall constitute one and the same instrument.

***[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]***

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers.

**RECIPIENT:**

**CITY OF BLUE ISLAND,**  
an Illinois unit of local government

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

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

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

**AUTHORITY:**

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY**

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

Mary R. Kenney, Executive Director

Exhibit A: Drug-Free Work Place Certification

**EXHIBIT A**

**DRUG FREE WORK PLACE CERTIFICATE**

**STATE OF ILLINOIS**

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no Fundee or contractor shall receive a Funds or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that Fundee or contractor has certified to the State that the Fundee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or Funds payments, termination of the contract or Funds and debarment from contracting or Funds opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "Fundee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the Funds, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or Funds of \$5,000 or more from the State.

The contractor/Fundee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Fundee's or contractor's workplace;
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
  - (3) Notifying the employees that, as a condition of employment on such contract or Funds, the employee will:
    - A. abide by the terms of the statement; and
    - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the Fundee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or Funds and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or Funding agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.**

**CITY OF BLUE ISLAND,**  
an Illinois unit of local government

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

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

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**RESOLUTION  
NUMBER 2014-032**

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**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT REGARDING ELECTRICAL AGGREGATION**

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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. 2014-032**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT REGARDING ELECTRICAL AGGREGATION**

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

Whereas, it is in the best interests of the City to obtain proposals to effectively manage costs associated with the provision of electrical services and electrical aggregation;

Whereas, certain proposals were solicited and received related to electrical aggregation and it is in the best interests of the City to accept the lowest proposal as of the date of approval of this Resolution or date of execution of the agreement based on such proposal;

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 regarding the electrical aggregation proposals.

**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 10<sup>th</sup> day of June, 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 F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 10<sup>th</sup> day of June, 2014.

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

**ATTESTED** and **Filed** in my office this  
 10<sup>th</sup> day of June, 2014.

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



850 East Diehl Road, Suite 142  
Naperville, IL 60563  
Office 630-955-1500 Fax 630-955-0989

## Electric Sales Proposal 06.06.14

**Buyer:** City of Blue Island

Below are the offers for electricity supply for the terms below:

**Service:**

- Purchase 100% of your electricity requirements
- Nomination, scheduling, and balancing of electricity supply for Customer to ComEd.
- Market analysis, monthly updates, personal, responsive, and knowledgeable service.

**Contract Period:**

- Offer 1: July 2014 – July 2015
- Offer 2: July 2014 – July 2016
- Offer 3: July 2014 – July 2017
- Offer 4: July 2014 – July 2018 (Constellation only)

**Quantity:** 100% of Buyers monthly requirements.

**Delivery Points:** ComEd

**Proposed Pricing:**

**Constellation**

Offer 1: July 2014 – July 2015	\$.05421	per kWh
Offer 2: July 2014 – July 2016	\$.05316	per kWh
Offer 3: July 2014 – July 2017	\$.05314	per kWh
Offer 4: July 2014 – July 2018	\$.05377	per kWh

**Homefield Energy**

Offer 1: July 2014 – July 2015	\$.06067	per kWh
Offer 2: July 2014 – July 2016	\$.05705	per kWh
Offer 3: July 2014 – July 2017	\$.05956	per kWh

**Integrivs**

Offer 1: July 2014 – July 2015	\$.05685	per kWh
Offer 2: July 2014 – July 2016	\$.05656	per kWh
Offer 3: July 2014 – July 2017	\$.05621	per kWh

Pricing includes Energy Supply, Line Losses, Capacity, Transmission, Ancillary, RPS charges as well as Vanguard's fees.

Please refer to the contract for terms and conditions. (Sample contract are available upon request.)

Electricity prices are only good for the day they are quoted. Prices are subject to change according to changes in the market.

**Public Health & Safety Committee Report  
for the Meeting of June 4th , 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 Marcia Stone as a guest, and myself. Absent were Alderman Johanson, Alderman Johnson, and Alderman Buckner. We did not have a quorum, but as no votes were to be taken, we continued with the monthly reports. The meeting was called to order at 7:00.

**Citizens Concerns**

No citizens were present at the start of the meeting. Mr. Allan Stevo arrived at 7:37 but had no comments.

**Fire Department Report**

The Fire Department had 333 calls in May, 212 were EMS calls

184 Patients were treated

174 Patients were transported

36 Patients refused transport

Average call to patient response time 5.1 minutes

They responded to 25 general fire alarms, and 27 minor fire alarms.

They responded to 28 auto aid calls, most calls were from Calumet Park.

They had 40 calls to man the station.

They received 1 mutual aid response call.

Calls of interest for May: A kitchen fire at 12737 Division, the CSX Bridge Railroad Tie fire, assisted the Blue Island Police Department with a suicidal subject at 1933 Vermont Street.

Medical Reimbursement Services for May \$32,757.21.

Fire Recovery submitted 18 claims for a total amount of \$7328.00

**General**

Probationary Firefighter Adam Marcolini started May 5<sup>th</sup>, 2014 and has been working day shift until his initial training is completed at which time he will be put on a permanent shift. The next candidate will be starting June 9<sup>th</sup> 2014.

The new sidewalk at Station #2 from Canal Street at the driveway entrance around to Division and on Division to the side drive has been completed.

Marine One has been fixed and is moored at Fay's Point. It is in service for the boating season. Firefighter Abbatacola will be conducting the training for the boat operations and is also setting up combined training sessions with the United States Coast Guard.

The roof over the water tower at Station #1 has been repaired.

## **Maintenance**

Diversified Inspections will be testing all ladders including the Tower Ladder on the ladder truck per NFPA standards within the next few weeks.

## **Training**

The training division has completed 350.25 hours of training for the month of May.

Firefighter Abbatacola attended a Specialized Swift Water Rescue Class in Romeoville and is certified through the State Fire Marshal's Office.

The proposed training tower at Station #2 has been put on hold. Midwest Water Reclamation District has explained that the site is considered undeveloped land and would require a yearly lease of \$2500.00.

## **Grants**

No information has been received on the AFG grant for 2 new ambulances.

## **House Fire on Ann Street**

## **Fire Chief Luety**

Chief Luety announced that he will be retiring on July 16<sup>th</sup>, 2014, after 30 years of service.

## **Police Department Report**

### **Summer Assignments**

Officers will be assigned to foot and bicycle patrol on Western Avenue. The Police Department goal is to eliminate physical barriers and be an active part of the community. Officers will be required to get out of their squad cars in the residential neighborhoods or business district during their shift and walk around the block to make contact with citizens beginning next week. This will allow officers during their shift to see things from a different perspective with the intent of building personal relationships with our citizens.

## **Reports**

The Police Department answered 2275 calls including 192 business premise checks. 93 liquor establishment checks were done.

## **Stats/Cases of Interest**

124 Alarm Calls (all unfounded)  
4 Armed Robberies (2 unfounded)  
1 Robbery  
2 Commercial Burglaries  
16 Residential Burglaries  
11 Shots Fired (5 unfounded)  
123 Domestic Disputes

## **Detective Division**

48 cases were assigned in April, 43 cases were closed.

### **Calls of Interest**

On May 1<sup>st</sup>, 2014 Officers responded to an Armed Robbery call that occurred in the 2300 block of 121<sup>st</sup> Street. The victim stated that he was approached by two male subjects.

There were several catalytic converter thefts, including May 2<sup>nd</sup>, May 28<sup>th</sup>, and May 29<sup>th</sup>.

On May 6<sup>th</sup>, 2014 Officers responded to an Armed Robbery in the 2000 block of Union. The victim was walking and was approached by one offender who produced a handgun.

On May 11<sup>th</sup>, 2014 there was a reported burglary at the Forge Pub. It appears that entry may have been made through a window. Approximately \$2000.00 in cash is reported missing.

On May 14<sup>th</sup>, 2014 Officers responded to a call of SHOTS FIRED in the area of Centennial Park. The witness told dispatch that the offender's vehicle was travelling north on Wood Street, leaving the area. Officer King observed the vehicle on Wood Street and began to follow. Other Officers picked up on the vehicle and a short chase ensued. The offender drove erratically and crash into landscaping blocks in front of a residence at 127<sup>th</sup> and Harvard. The offender fled on foot and Officers gave chase. Officer Colone took the offender into custody, despite being injured as he jumped a fence to apprehend the suspect. Chris Sobczak from the Blue Island Park District assisted the Officers. The weapon was located at 127<sup>th</sup> and Wood Street where the offender threw the weapon out of his vehicle.

On May 20<sup>th</sup>, 2014 at approximately 9:00 pm Officers responded to 2213 W 120<sup>th</sup> Place for a gun-shot victim. Detectives have interviewed the victim and it appears he may not be forthcoming with information.

On May 21<sup>st</sup>, 2014 at approximately 10:00 pm Officers were called to 1933 Vermont Street for a suicidal subject call. The caller initially told dispatch that he took 10-20 pills. Officers responding to the scene were advised by dispatch that the caller's 21 year old daughter was on the scene and he was not allowing her to talk on the phone. This call completely engaged the 911 Center, since they could not put the caller on hold or allow him to hang up. A negotiator was called in. The caller also indicated that he had a bomb inside the residence. The caller was a 44 year old male with psychiatric issues and may have been off his medication. The South Suburban Emergency Response Team was called to the scene as a precaution. BIEMA assisted at the scene. At approximately 12:45 am officers entered the house and took the person into custody without incident. Director Rita praised the Police Department, Fire Department, BIEMA, and the 911 dispatchers. There was a wrap up meeting held with Tim Johnson of SSERT.

On May 31<sup>st</sup>, 2014 Officers responded to the 2200 block of Grove for domestic disturbance. Officers arrested the female half of the disturbance for domestic battery. When the Officers were processing the arrestee, they observed child pornography on the cell phone. Officers went back to the residence and arrested the owner of the phone.

### **Overtime Paid**

Supervisors:	120	hours
Patrol Officers:	107	hours
Court:	114	hours
Detectives:	143	hours

Late calls/Paperwork: 21.5 hours

### **Liquor Establishment Calls**

6 disturbance calls were received in May on liquor establishments.

### **Training**

Tim Sisk and John Miller attended a 40 hour Truck Enforcement Program.

Supervisors are receiving updated information on various issues on a quarterly basis.

### **Miscellaneous**

Code Red is up and running.

The Boot Program should begin this week.

Facebook has added 110 followers in the last month, and is up to 783 likes.

Kid/Cop Day was held June 7<sup>th</sup>.

### **911 Center**

The 911 Center received 13,911 calls in May. Calls are slightly down from last year. One trainee has left the program.

The air conditioning unit for the 911 Center needs repair to keep the call stations running.

### **BIEMA**

Total dollar value of hours submitted is \$7925.18.

Events: First Midwest Bank 10K, the fire on the CSX bridge in April, multiple inclement weather situations, and assisting other municipalities.

Several vehicles need repair, and uniforms are needed.

Braniff was contacted to perform yearly service on the sirens, but due to bad weather they have had to reschedule.

### **Public Health**

Tom Mailhiot received 1 complaint about food establishments which was unfounded and performed 23 health inspections on businesses in the month of May. He will begin checking businesses for current licenses.

### **Aldermen's Concerns**

Ald. Vieyra asked about changes in the Detective Division.

Ald. Vieyra expressed concern about the noise at Raven's Place.

Ald. Vieyra expressed concern over the number of reports of shots fired.

Ald. Vieyra asked about the upcoming contract negotiations. They are just beginning.

Ald. Vieyra asked about the Public Health report being part of Public Safety.

Ald. Stone asked about the Category and Risk values in the Public Health report.

### **Other Events**

Deputy Chief Klinker gave a report on a house fire on Ann Street which occurred on June 1<sup>st</sup>. A call was received for a gasoline smell outside the home. When the Fire Department arrived they saw smoke coming from the second floor, and the alarm was upgraded. They were told that there was still a person in the building. When the house was entered, it was clear that this was a hoarder's house. Multiple accelerants had been poured throughout the house. The man inside the house was rescued, and charged with arson. Other Fire Departments that responded were from Posen, Calumet Park, Alsip and Midlothian. Dispatchers had quickly thought to also call in an ambulance and fire engine from Merrionette Park.

Meeting was adjourned at 7:55 p.m.

Our next regular meeting is July 2nd at 7:00 in the East Annex.

Respectfully submitted,

Candace Carr

4<sup>th</sup> Ward Alderman