



BLUE  
island



est. 1835

**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 7034  
f (708) 597 1221

**Finance**

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

**Fire**

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

**Community Relations**

p (708) 396 7050  
f (708) 597 1221

**Planning & Building**

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

**Police**

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

**Community**

**Development**

p (708) 396 7146  
f (708) 597 1221

**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

**AGENDA**  
**REGULAR MEETING**

**City Council of the City of Blue Island, Illinois**  
**2434 Vermont Street**  
**June 27, 2017 – 7:00 P.M.**

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Presentation of Journal of Proceedings**  
Motion to approve City Council Minutes from June 13, 2017
5. **Public Comment**
6. **Report of City Officials/Presentations/Resolutions**

Mayor: 1. Mayor's Announcements

Bids:

City Clerk: 1. Motion to approve a request from Amparo Arreola to have a block party at 2030 High Street to 2048 High Street on July 4<sup>th</sup> from 4:00 p.m. until 10:00 p.m.  
2. Motion to approve a request from Yolanda Ortiz to have a block party on the corner of York Street to 13008 Hoyne Avenue on July 15<sup>th</sup> from 2:00 p.m. until 10:00 p.m.  
3. Motion to approve an application for the use of the Recreation Center by Tracie Byrd for a 3<sup>rd</sup> Annual Old School Picnic on Saturday, July 1<sup>st</sup> from 10:00 a.m. until 8:00 p.m.  
4. Motion to approve a Facility Usage application from Morelia Soccer Club every other Friday starting in June until October 6<sup>th</sup>, 2017 from 6:00 p.m. until 8:00 p.m.

City Treasurer:

City Attorney:

7. **Committee Reports**
  - a. Community Development Committee
  - b. Finance Committee – Minutes from June 19, 2017
    1. Motion for Approval of Payroll – May 5, 2017 for \$350,129.54, May 19, 2017 for \$370,287.43, June 2, 2017 for \$352,120.36 and

June 16, 2017 for \$369,745.06

2. Motion for Approval of Accounts Payable – May 3, 2017 for \$225,428.60, May 17, 2017 for \$250,156.79, June 7, 2017 for \$232,201.36 and June 21, 2017 for \$479,298.32.

3. An Ordinance Amending Title XI: “Business Regulations” Chapter 110: General Licensing Provisions of the City of Blue Island, County of Cook and State of Illinois. “(minimum wage and sick leave opt out ordinance)”

4. A Resolution Authorizing Approval of Award to Denler Inc. for 2017 Crack Sealing Program for the City of Blue Island.

c. Public Health and Safety Committee

1. A Resolution Authorizing Execution of Intergovernmental Agreement by and between the City of Blue Island and the Cook County Sheriff for 911 Dispatch Services.

2. A Resolution Authorizing Execution of Intergovernmental Agreement by and between the City of Blue Island and the Orland Fire Protection District for the Provisions of Emergency Response Communications and Dispatching Services.

d. Municipal Services Committee

1. A Resolution Authorizing Execution of Agreement with Lakeshore Recycling Systems, LLC, for Municipal Residential Waste and Recycling Services for the City of Blue Island.

e. Judiciary Committee

8. **Aldermanic Announcements/Comments.**
9. **Motion to Retire to Closed Session for consideration of:**
10. **Motion to Reconvene Regular Session**
11. **Motion for Adjournment**

**JOURNAL OF PROCEEDING OF THE MEETING  
JUNE 13, 2017**

**CALL TO ORDER**

The regular meeting of the City Council of the City of Blue Island was called to order by Mayor Vargas at 7:00 p.m. on June 13, 2017.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

Present:           13           Ald. Frausto, Bilotto, Vieyra, Rita, Donahue, Hawley, Ostling,  
Thompson, Carr, Pittman, Slattery, Poulos, Johnson

Absent:            1           Ald. Fahrenwald

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

**JOURNAL OF PROCEEDINGS**

**Motion by Ald. Poulos, second by Ald. Vieyra to approve the Journal of Proceedings of the Regular Meeting from May 23, 2017 with the addition of Ald. Carr's comment regarding committees.**

Ayes:            12           Frausto, Bilotto, Vieyra, Rita, Hawley,  
Ostling, Thompson, Carr, Pittman, Slattery,  
Poulos, Johnson

Nays:            1           Donahue

Absent:           1           Fahrenwald

Abstain:         0

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

## **PUBLIC COMMENT**

Mike Henry, GM Republic Services, stated the current contract is set to expire on June 30<sup>th</sup>. Council has 17 days left to review, negotiate, and decide on contract terms. They have offered a 6 month extension in order for the city to have enough time to review and negotiate a new contract.

Carol DiPace-Greene, 2731 Orchard St, stated there is chatter about what is going on at city hall as well as concerns regarding payroll costs. She asked that information be posted online for all citizens. She also asked that council be transparent and inform citizens about what is going on.

Tony Lee, 2800 127<sup>th</sup> St, thanked the council and city for the John D. Rita Recreation Center. He stated Bob Jackson is doing a great job there.

Marsha Rauch, 2510 Cochran St, asked what ward she is in and who her alderperson is.

RaeAnn Cantelo-Zylman, 12057 Artesian Ave, invited everyone to the farmer's market featuring new vendors. She also invited everyone to the golf course and driving range.

Gloria Rose, 12652 Irving Ave, asked why the ward changes were done and who stands to benefit from that unbelievable action.

Greg Lochow, 12915 Elm St, requested that the council consider opting out of the minimum wage sick time laws before the June 30 deadline.

Lisa Durbin, 2406 Union St, invited everyone to attend a ceremony at Memorial Park at 10:30 a.m. to celebrate Flag Day.

Pastor Lloyd of Mission Covenant Church, thanked everyone for welcoming him to Blue Island.

Maria Martinez, 2249 123<sup>rd</sup> Pl, asked when payroll will be posted and if previous payrolls will be posted as well.

Kevin Brown, 2450 New St, thanked everybody who helped with a successful dragon boat festival.

Eduardo Campos, stated he goes to the golf course several times a week. He commended Teddy Ruthenberg on doing a good job and he sees much improvement.

## **REPORT OF CITY OFFICIALS**

### **MAYOR:**

#### **1. Aldermen Committees**

**Mayor Pro Tem**

Tom Hawley

**Public Health & Safety**

Candace Carr, Chair

Kevin Donahue, Dexter Johnson, Ken Pittman, and George Poulos

**Municipal Services**

Nancy Rita, Chair

Fred Bilotto, Candace Carr, Kevin Donahue, and Alecia Slattery

**Community Development**

Tom Hawley, Chair

Fred Bilotto, Jairo Frausto, Dexter Johnson, Nancy Rita, and Nancy Thompson

**Finance Committee**

Jan Ostling, Chair

Bill Fahrenwald, Jairo Frausto, Tom Hawley, Nancy Thompson, and Leticia Vieyra

**Judiciary**

Bill Fahrenwald, Chair

Ken Pittman, George Poulos, Alecia Slattery, and Leticia Vieyra

**Motion by Ald. Vieyra, second by Ald. Ostling to table the aldermanic committee appointments.**

There was discussion about the Mayor pro tem being separate from the committees.

**Motions to table were rescinded.**

**Motion by Ald. Vieyra, second by Ald. Poulos to approve the aldermanic committee appointments as amended to remove the mayor pro tem.**

Ayes:	12	Bilotto, Vieyra, Rita, Donahue, Hawley, Ostling, Thompson, Carr, Pittman, Slattery, Poulos, Johnson
Nays:	1	Frausto
Absent:	1	Fahrenwald
Abstain:	0	

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

## 2. Appointments

Jim Klinker – Fire Chief

Tom Nagle – City Engineer

To be determined – City Attorney/Corporation Counsel

To be determined – Police Chief

**Motion by Ald. Bilotto, second by Ald. Hawley to sever the appointments into individual items.**

There was discussion as to what criteria was sought for the appointments. Several aldermen asked that all the appointments be listed before they are voted on.

Ayes: 12 Frausto, Bilotto, Vieyra, Rita, Donahue,  
Hawley, Ostling, Thompson, Carr, Pittman,  
Slattery, Poulos

Nays: 1 Johnson

Absent: 1 Fahrenwald

Abstain: 0

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

**Motion by Ald. Ostling, second by Ald. Pittman to appoint Jim Klinker as Fire Chief.**

Ayes: 5 Vieyra, Hawley, Ostling, Thompson, Johnson

Nays: 8 Frausto, Bilotto, Rita, Donahue, Carr,  
Pittman, Slattery, Poulos

Absent: 1 Fahrenwald

Abstain: 0

There being Eight (8) Nays Votes, the Mayor declared the motion failed.

**Motion by Ald. Ostling, second by Ald. Thompson to appoint Tom Nagle as City Engineer.**

Ayes: 5 Vieyra, Hawley, Ostling, Thompson, Johnson

Nays: 8 Frausto, Bilotto, Rita, Donahue, Carr,  
Pittman, Slattery, Poulos

Absent: 1 Fahrenwald

Abstain: 0

There being Eight (8) Nays Votes, the Mayor declared the motion failed.

### 3. Mayor's Announcements

The Mayor congratulated everyone involved with the dragon boat races. They are also looking to make a decision on opting out soon as the deadline is approaching. The Mayor is receiving status reports from each department to see how things are going. He thanked everyone who participated in the search for the autistic young man who was found and is doing well. There was a fire at the building next to the blue kangaroo, though the renters were displaced no one was hurt. The Mayor took out the members of the St. Benedict band for lunch as promised. He stated we are here to build a better Blue Island and be transparent.

#### **BIDS:**

No bids.

#### **CITY CLERK:**

**Motion by Ald. Johnson, second by Ald. Rita to approve a request from Raymond Thomas of Raven's Place to host their 1<sup>st</sup> Annual Outdoor Customer Appreciation Festival on Sunday, August 13, 2017 from 1:00 p.m. until 11:00 p.m. They would like to block off New Street between Western Avenue and Gregory Street for the stated times.**

Ayes: 13 Frausto, Bilotto, Vieyra, Rita, Donahue,  
Hawley, Ostling, Thompson, Carr, Pittman,  
Slattery, Poulos, Johnson

Nays: 0

Absent: 1 Fahrenwald

Abstain: 0

There being Thirteen (13) Affirmative Votes, the Mayor declared the motion carried.

**CITY TREASURER:**

**Motion by Ald. Ostling, second by Ald. Hawley to approve the Monthly Treasurer's Report for the period ending on May 31, 2017.**

Ayes:	13	Frausto, Bilotto, Vieyra, Rita, Donahue, Hawley, Ostling, Thompson, Carr, Pittman, Slattery, Poulos, Johnson
Nays:	0	
Absent:	1	Fahrenwald
Abstain:	0	

There being Thirteen (13) Affirmative Votes, the Mayor declared the motion carried.

**CITY ATTORNEY:**

Ms. Raines gave a clarification in regards to the codification process. The council has voted on substantial amendments from title 1 through 9 which includes over a hundred chapters. After codification was done the council has reviewed over half of the city code and updated it.

**COMMITTEE REPORTS**

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

Next Meeting – TBD

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

Next Meeting – TBD

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

Next Meeting – TBD

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

Next Meeting – TBD

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

Next Meeting – TBD

## ALDERMANIC ANNOUNCEMENTS/COMMENTS

Ald. Donahue asked the Mayor his stance on Metra cutting service of the electric line.

Ald. Rita asked who attended the Metra meetings.

Ald. Donahue congratulated Teddy Ruthenberg on a fantastic job at the golf course.

Ald. Thompson asked the Mayor to stated the date for the Metra hearing. It will be June 21<sup>st</sup>.

Ald. Pittman thanked the city, Police Department, and Blue Island television for all their cooperation and help with Mission Covenant's Blessing of the Motorcycles event.

Ald. Vieyra asked if there could be a special Municipal Services meeting or as a whole to discuss the waste management contract. Ald. Rita stated she is looking to have a Municipal Services meeting on Monday at 6 p.m.

Ald. Donahue asked what the bill back log is now.

Ald. Johnson asked how the interest on the bank account is allocated per quarter. He also asked for copies of what appointed positions make a year. He thanked Korbakes for everything they have done.

Clerk Heuser announced city stickers are now for sale and city hall is open Saturdays from 8-12.

Ald. Bilotto thanked Mr. Brown and his wife for their work on the dragon boat races it was a phenomenal experience.

Ald. Donahue thanked the fire department and all responding fire departments who worked on the fire in the east side last week.

Ald. Frausto thanked the members of the Judiciary committee especially Tom Hawley for their work and help on that committee. He also announced he is running as a charity runner for Ronald McDonald House.

Ald. Ostling announced that she is Marsha Rauch's alderman along with Nancy Thompson.

Ald. Carr thanked Tom Hawley and stated she enjoy working with him on the community development committee.

Ald. Ostling asked those in the finance committee to see her after the meeting to schedule a meeting time.

**ADJOURNMENT**

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:16 p.m.

The next regular meeting of the City Council is scheduled for June 27, 2017 at 7:00 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
27TH DAY OF JUNE, 2017.**

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**Domingo Vargas, Mayor**

# BLOCK PARTY APPLICATION

City of Blue Island  
13051 S. Greenwood, Blue Island, IL 60406  
708-597-8603

Representative: Amparo Arreola Title: \_\_\_\_\_

Address: 2041 High St. Blue Island IL 60406

Daytime Phone: (708) 548-8653 Nighttime Phone: \_\_\_\_\_

E-mail arreola1234@att.net

Organization (if any): \_\_\_\_\_

Secondary Representative: Maria Caratacheda Title: \_\_\_\_\_

Address: 2039 High St

Daytime Phone: 773-953-3727 Nighttime Phone: \_\_\_\_\_

E-mail nena22890 at yahoo.com

Specific Location of Block Party: 2030 High St. to 2048 High St.

Requested Date: July 04, 2017 Time - Beginning: 4:00 Pm End: 10:00 pm

City Services:

Yes, we would like a Blue Island Police Officer to visit the Block Party. Please indicate the best time for us to schedule your visit, based on availability that day: 8:00pm - 10:00pm

No Yes, we would like a Blue Island Fire Engine to visit the Block Party. Please indicate the best time for us to schedule your visit, based on availability that day: \_\_\_\_\_

The Blue Island Public Works will deliver barricades as prescribed in the guidelines.

The applicants are responsible for any injury, damage to property or illegal actions during the Block Party. In the event that there should be a directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Amparo Arreola  
Signature of Representative

Amparo Arreola  
Printed Name

Maria Caratacheda  
Signature of Secondary Representative

Maria Caratacheda  
Printed Name

**BLOCK PARTY PETITION  
CITY OF BLUE ISLAND**

The City of Blue Island is proud of its neighborhoods - a community of citizens who work and play together. A neighborhood Block Party is one good way to get together with those on your block and reminisce about things, or meet the "new kids" on the block. Your

neighbors, Amparo Arreola, residing at 2041

(Name of representative)

High St. Blue Island IL 60406

(Address of representative)

are planning a Block Party on July 04, from 4:00 PM to 10:00 PM

Please be advised that during the party, it will be necessary to temporarily close your street to through traffic.

If you are in support of this Block Party, the City of Blue Island is asking that you add your name, address and signature below to indicate that you have been informed of the event, and also, please indicate whether you will be in attendance. Thank you for your cooperation.

NAME (PLEASE PRINT)	ADDRESS	ATTENDING?	SIGNATURE
Maria Caratachea	2039 High St	Yes	<i>Maria Caratachea</i>
Gustavo Roberto	2033		
RUBEN ARELLANO			
TRANQUILINO ESPINOZA	2056 High St	Yes	<i>Tranquilino Espinoza</i>
Yolanda Vazquez-R	11		Yolanda V.R.
Salvador Rivas	2044 High	Yes	
Luisa Ochi	2033 High St, #112	Yes	
Leannette Walker	2025 High St	Yes	
Juan Figueroa	2013 High St		
Juan Luis Pastineda	2020 High St	Yes	
Andrew Dundon	2002 High St	Yes	<i>Andrew Dundon</i>
Clarie Marilyn Krumm	2014 High St	Yes	
Dancy Pita	2030 High	Yes	
<i>[Signature]</i>	2028 High		
TONY CARSETTA	2040 High St		
Berta M...	2048	Yes	

**BLOCK PARTY APPLICATION**

City of Blue Island  
13051 S. Greenwood, Blue Island, IL 60406  
708-597-8603

JUN 22 2017

Representative: Yolanda Ortiz Title: \_\_\_\_\_

Address: 13004 HUNE AVE

Daytime Phone: (708) 705-2860 Nighttime Phone: (708) 705-2860

E-mail: N/A

Organization (if any): N/A

Secondary Representative: Linda Sanchez Title: \_\_\_\_\_

Address: 2061 YORK ST

Daytime Phone: (708) 573-8471 Nighttime Phone: \_\_\_\_\_

E-mail: N/A

Specific Location of Block Party: HUNE AVE FROM CORNER OF YORK TO 13008

Requested Date: 07/15/17 Time - Beginning: 2pm End: 10pm HUNE

**City Services:**

Yes, we would like a Blue Island Police Officer to visit the Block Party. Please indicate the best time for us to schedule your visit, based on availability that day: \_\_\_\_\_

Yes, we would like a Blue Island Fire Engine to visit the Block Party. Please indicate the best time for us to schedule your visit, based on availability that day: \_\_\_\_\_

The Blue Island Public Works will deliver barricades as prescribed in the guidelines.

The applicants are responsible for any injury, damage to property or illegal actions during the Block Party. In the event that there should be a directive, written or oral, from the police department to discontinue the party for proper reasons, then the applicants must comply.

Yolanda Ortiz  
Signature of Representative

Yolanda Ortiz  
Printed Name

[Signature]  
Signature of Secondary Representative

LINDA SANCHEZ  
Printed Name

**BLOCK PARTY PETITION  
CITY OF BLUE ISLAND**

The City of Blue Island is proud of it's neighborhoods - a community of citizens who work and play together. A neighborhood Block Party is one good way to get together with those on your block and reminisce about things, or meet the "new kids" on the block. Your

neighbors, Yolanda Ortiz, residing at \_\_\_\_\_

(Name of representative)

13004 Hoyne Ave

(Address of representative)

are planning a Block Party on 7/15/17, from 2pm to 10pm

Please be advised that during the party, it will be necessary to temporarily close your street to through traffic.

If you are in support of this Block Party, the City of Blue Island is asking that you add your name, address and signature below to indicate that you have been informed of the event, and also, please indicate whether you will be in attendance. Thank you for your cooperation.

**NAME (PLEASE PRINT) ADDRESS ATTENDING? SIGNATURE**

LINDA Sanchez 2061 YORK ST Yolanda Ortiz

Carmin G. Gwinnett 13021 HOYNE

ANA MARIA JIMENEZ

Ernesto Martinez 2060 York St

Byrdue G. Gray 13002 S. Hoyne

BEVERLY TINAFERO 13008 HOYNE Beverly Tinafero

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

### Application for Recreation Center Facility Rental

Type of Activity/Event: 3rd annual old skool picnic

Representative: Tracie Byrd Title: Administrator

Address: 2848 w 140th pl Blue Island IL.

Daytime Phone: 708-972-4711 Nighttime Phone: same

E-mail: mz.t.byrd@gmail.com

Organization (if any): n/a

Secondary Representative: Talfany Beck Title: coordinator

Address: \_\_\_\_\_

Daytime Phone: 847-903-2561 Nighttime Phone: n/a

E-mail: \_\_\_\_\_

Requested Dates: Sat. 7/1/17 If multiple- requested times: 10am-8pm

Estimated Attendance: 70- 100 pp

Will there be a fee or donation charged for participation or attendance? no Amount: \_\_\_\_\_

Will there be food and drink concessions during this activity? yes - NOT SELLING

Is this activity sponsored by a recognized non-profit organization? no - NO ALCONO?

(state non-profit ID#)

**By signing this application, you understand that you are responsible for any injury, damage to property or illegal actions during the event. In the event that there should be a directive, written or oral, from the police department to discontinue the event for proper reasons, then the applicants must comply. \*Note- the City of Blue Island will notify you if your application is approved.**

Tracie Byrd

Signature of Representative

Printed Name

Signature of Secondary Representative

Printed Name

# Facility Usage Application

City of Blue Island  
13051 S. Greenwood, Blue Island, IL 60406  
708-597-8603

Type of Activity/Event: Soccer

Representative: Gabriela Flores Title: \_\_\_\_\_

Address: ~~12753 Winchester Ave~~ 12753 Winchester Ave

Daytime Phone: 708-362-7440 Nighttime Phone: \_\_\_\_\_ Blue Island

E-mail: gabby\_diego@yahoo.com

Organization (if any): Morelia Soccer Club

Secondary Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Nighttime Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Requested Dates: Fridays If multiple, requested times: 6:00-8:00pm

(every other Friday) Estimated Attendance: 30 6/16/30, 7/14, 7/28, 8/11, 8/25, 9/8, 9/22, 10/6

Will there be a fee or donation charged for participation or attendance? NO Amount: \_\_\_\_\_

Will there be food and drink concessions during this activity? NO

Is this activity sponsored by a recognized non-profit organization? \_\_\_\_\_  
(state non-profit ID#)

By signing this application, you understand that you are responsible for any injury, damage to property or illegal actions during the event. In the event that there should be a directive, written or oral, from the police department to discontinue the event for proper reasons, then the applicants must comply. \*Note- the City of Blue Island will notify you if your application is approved.

Gabriela Flores  
Signature of Representative

Gabriela Flores  
Printed Name

Signature of Secondary Representative

Printed Name



## FINANCE COMMITTEE MINUTES

Finance meeting called to order June 19, 2017 at 7pm.

Members: Ald. Frausto, Ald. Hawley, Ald. Fahrenwald, Ald. Thompson, Ald. Vieyra and Ald. Ostling.

Also, present: Treasurer Bilotto, Finance Department Lori Brown and resident Bob Manthei.

### Public Comments:

Bob Manthei asked about the status of the work on Western Ave bridge.

### Accounts Payable:

- 1) 5.3.2017 in the amount of \$225, 428.60. Motion by Ald. Frausto and 2<sup>nd</sup> by Ald. Hawley.  
Motion carried.
- 2) 5.17.2017 in the amount of \$250,156.79. Motion by Ald. Fahrenwald and 2<sup>nd</sup> by Ald. Vieyra.  
Motion carried.
- 3) 6.07.2017 in the amount of \$232,201.36. Motion by Ald. Hawley and 2<sup>nd</sup> by Ald. Frausto.  
Motion carried.

### Accounts Payable Pre Approval:

1. 6.21.2017 in the amount of \$479,298.07. Motion by Ald. Thompson and 2<sup>nd</sup> by Ald. Hawley.  
Motion carried.

### Payroll:

- 1) 5.5.2017 in the amount of \$350,129.54. Motion by Ald. Frausto and 2<sup>nd</sup> by Ald. Vieyra. Motion carried.
- 2) 5.19.2017 in the amount of \$370,287.43. Motion by Ald. Hawley and 2<sup>nd</sup> by Ald. Fahrenwald.  
Motion carried.
- 3) 6.2.2017 in the amount of \$352,120.36. Motion by Ald. Vieyra and 2<sup>nd</sup> by Ald. Frausto. Motion carried.
- 4) 6.16.2017 in the amount of \$369,745.06. Motion by Ald. Hawley and 2<sup>nd</sup> by Ald. Thompson.  
Motion carried.

### New Business:

An Ordinance amending Title XI "Business Regulation" Chapter 110: General licensing Provision of the City of Blue Island, County of Cook, State of Illinois.

This ordinance will allow the City of Blue Island to opt out of raising minimum wage increase.

### Old Business:

2017 Crack Seal Program: Bids were received May 15, 2017.

- 1) Denier Inc. at \$22,795.00
- 2) SKC Construction at \$75,790.00

Motion by Ald. Fahrenwald and 2<sup>nd</sup> by Ald. Frausto to accept the low bid of \$22,795.00. Motion carried.

## **FINANCE COMMITTEE MINUTES**

### **Adjournment:**

No further business motion to adjourn at 7:30pm by Ald. Hawley and 2<sup>nd</sup> by Ald. Frausto. Motion carried.

Next finance committee meeting will be Wednesday, June 28, at 7pm, East Annex. This scheduled meeting is because of 4<sup>th</sup> of July. Going forward the Finance Committee will meet on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of the month at 7pm, East Annex.

Alderman Jan Ostling  
Finance Chair  
City of Blue Island

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

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**ORDINANCE  
NUMBER 2017-027**

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**AN ORDINANCE AMENDING TITLE XI: "BUSINESS  
REGULATIONS" CHAPTER 110: GENERAL LICENSING  
PROVISIONS OF THE CITY OF BLUE ISLAND, COUNTY OF  
COOK AND STATE OF ILLINOIS.  
(RE: New Chapter 124, "Conflicts with Certain  
Home Rule Ordinances of Cook County")**

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

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**ORDINANCE NO. 2017-027**

**AN ORDINANCE AMENDING TITLE XI: "BUSINESS REGULATIONS" CHAPTER  
110: GENERAL LICENSING PROVISIONS OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS  
(RE: New Chapter 124, "Conflicts with Certain  
Home Rule Ordinances of Cook County)**

WHEREAS, the County of Cook Board of Commissioners adopted an ordinance (Ordinance 16-4229) that requires employers in "Cook County" to provide a minimum number of paid sick days to employees ("Cook County Paid Sick Leave Ordinance"); and

WHEREAS, the County of Cook Board of Commissioners adopted an ordinance (Ordinance 16-5768) providing that employers in Cook County pay minimum hourly wages which are in excess of those mandated under State and Federal law (Cook County Minimum Wage Ordinance); and

WHEREAS, the City Council of the City of Blue Island ("City") finds that the aforesaid Cook County ordinances would place an undue burden on employers within the City. Given the current rights of employees available under Federal and State law; and

WHEREAS, Article VII, Section 6(c) of the Illinois Constitution provides that if a home rule county ordinance conflicts with an ordinance of a municipality, the municipal ordinance shall prevail within its jurisdiction, and a municipality whose ordinance conflicts with a home rule county's ordinance does not have to be a home rule unit for its own ordinance to prevail under Article VII, Section 6 (c) of the Illinois constitution; and

WHEREAS, the City finds it in the best interests of the City to amend the City of Blue Island Code of Ordinances to clearly define the sick leave regulations and the minimum wage requirements that apply to employers located in the City; and

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

**SECTION ONE:**

The City Council of the City of Blue Island finds that the facts stated in the preamble of this Ordinance are true and correct and shall be and hereby incorporated into the text of this Ordinance to the same extent as if each had been set forth herein in its entirety.

**SECTION TWO:**

Title XI "Business Regulations", Chapter 110 General Licensing Provisions of the City of Blue Island Code of Ordinances is hereby amended by the addition of a new Chapter 124 "Conflicts with Certain Home Rule Ordinances of Cook County", which new Chapter shall read as follows:

CHAPTER 124

CONFLICTS WITH CERTAIN HOME RULE ORDINANCES OF COOK COUNTY  
SECTION 124: CONFLICTS WITH CERTAIN HOME RULE ORDINANCES OF COOK  
COUNTY:

- A. Employers located within the City shall comply with all applicable Federal and/or State laws and regulations as such laws and regulation may exist from time to time with regard to both the payment of minimum hourly wages and paid sick leave and employees eligibility for paid sick leave and minimum hourly wages shall also be in compliance with all applicable Federal and/or State laws and regulations as such laws and regulations may exist from time to time.
- B. No additional obligations with regard to paid sick leave, or minimum hourly wages, including, without limitation, any additional obligations by ordinance adopted by the

County of Cook Board of Commissions, shall apply to employers located within the City, except those required by Federal and/or State laws and regulations as such laws and regulations may exist from time to time.

**SECTION 124: DEFINITIONS:**

- A. For the purposes of this Chapter, the term “employee” means any individual person permitted and/or hired to work by an employer regardless of the number of persons the employer employs, and the term “employer” means any person, firm or corporation employing one or more employees, or seeking to employ one or more employees, if the employer has its principal place of business within the City or does business within the City.
- B. For the purposes of this Chapter, the term “employer” does not mean or include:
  - i. The government of the United States or a corporation wholly owned by the government of the United States.
  - ii. An Indian tribe or a corporation wholly owned by an Indian tribe; or
  - iii. The government of the State or any agency or department thereof.
- C. For the purposes of this Chapter, the term “City” shall refer to the City of Blue Island, Cook County, Illinois”.

**SECTION THREE:**

The City Council of the City intends that this Ordinance will be made part of the City Code and that sections of this Ordinance will be made part of the City Code and that sections of this Ordinance can be renumbered or re-lettered and the word “Ordinance” can be changed to “Section”, “Article”, “Chapter”, or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be

renumbered or re-lettered and typographical errors can be corrected with the authorization of the City Attorney, or his or her designee.

**SECTION FOUR:**

All parts of the City of Blue Island Code of Ordinances in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said City Code and all other existing ordinances shall otherwise remain in full and effect.

**SECTION FIVE:**

This Ordinance shall not affect any punishment, discipline, infraction, or penalty or any action based on any other Ordinance of this City incurred before the effective date of this Ordinance, nor any suit, prosecution or offense or violation committed or cause of action arising before this Ordinance, and said other ordinances as heretofore existing shall continue in full force and effect for said limited purpose.

**SECTION SIX:**

If any section subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The City Council hereby declares that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases be declared unconstitutional, invalid or ineffective.

**SECTION SEVEN:**

This Ordinance shall become effective from and after its passage, approval and publication as required by law.

**SECTION EIGHT:**

The City Clerk is directed to immediately publish this Ordinance in pamphlet form.

ADOPTED this 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 27<sup>th</sup> day of June, 2017.

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

**ATTESTED** and **Filed** in my office this  
27<sup>th</sup> day of June, 2017.

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

**PUBLISHED** in pamphlet form this  
27<sup>th</sup> day of June, 2017.

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

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

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**RESOLUTION  
NUMBER 2017-020**

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**A RESOLUTION AUTHORIZING APPROVAL OF AWARD TO  
DENLER, INC. FOR 2017 CRACK SEALING PROGRAM FOR THE  
CITY OF BLUE ISLAND.**

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

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-020**

**A RESOLUTION AUTHORIZING APPROVAL OF AWARD TO DENLER INC. FOR  
2017 CRACK SEALING PROGRAM FOR THE CITY OF BLUE ISLAND**

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

Whereas, the city plans to enter into an agreement with Denler Inc. for the 2017 Crack Sealing Program for the City of Blue Island

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

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

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

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

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

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

**SECTION 3: EFFECTIVE DATE**

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

ADOPTED this 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 27<sup>th</sup> day of June, 2017.

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

**ATTESTED** and **Filed** in my office this  
27<sup>th</sup> day of June, 2017.

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



Municipal Expertise. Community Commitment.

Erik Alvarez, P.E.  
Direct Line: (708) 225-8217  
Email: ealvarez@reltd.com

May 15, 2017

Project #17-R0279

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

Attn: Mr. Randy Heuser, City Clerk

RE: 2017 Crack Sealing Program  
Award Recommendation

Dear Mr. Heuser:

Bids were received May 15, 2017 for the above referenced project, and the results are as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Denler Inc. ....	\$22,795.00
SKC Construction .....	\$75,790.00

The engineers estimate for the project is \$49,350.00. The low bid was approximately five (46%) percent lower than the engineer's estimate. The bids were reviewed and found to be competitive and in order. Therefore, we recommend award of the contract to the low bidder, Denler Inc. in the amount of \$22,795.00. An itemized bid tabulation including our detailed cost estimate is enclosed for your review.

Should you have any questions or require any further information, please feel free to contact me.

Sincerely,

**ROBINSON ENGINEERING, LTD.**

Erik Alvarez, PE  
Assistant City Engineer  
/ea

R:\2015-2019\2017\17-R0279.BI\Bid and Contract Documents\XX\_Award Recommendation Letter 17-R0279.doc

Encl.

- cc: Mr. John Rita, Director of Public Safety, City of Blue Island (w/encl.)
- Ms. Andrea Trucco, Acting Director of Finance and Administration, City of Blue Island (w/encl.)
- Mr. Jason Berry, Deputy Director of Community Development, City of Blue Island (w/encl.)
- Mr. Mark Miller, Supervisor of Special Projects, City of Blue Island (w/encl.)
- Mr. James Poelsterl, Superintendent of Public Works, City of Blue Island (w/encl.)



**COST ESTIMATE**

*Municipal Expertise. Community Commitment.*

**Local Agency** City of Blue Island

**Location** Various Streets

**Description** 2017 Crack Sealing Program for Blue Island

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

<b>TOTAL COST ESTIMATE</b>					<b>\$49,350.00</b>
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Item Number	Items	Unit	Quantity	Unit Price	Total
1	SEALING CRACKS (PAVEMENT)	FOOT	47,000	\$1.05	\$49,350.00



**Tabulation of Bids**  
REL# 17-R0279

Local Public Agency: City of Blue Island Date: May 15, 2017  
 County: \_\_\_\_\_ Time: \_\_\_\_\_  
 Section: \_\_\_\_\_ Appropriation: \_\_\_\_\_  
 Estimate: \$49,350.00

Attended By: Alvarez, Erik

Item No.	Item Description	Unit	QTY	Unit Price	Total	Denier Inc.		SKC Construction Inc.	
						Unit Cost	Total	Unit Cost	Total
Z0064400	SEALING CRACKS (PAVEMENT)	FOOT	47,000	\$1.05	\$49,350.00	\$0.49	\$22,795.00	\$1.57	\$73,790.00
TOTAL:					\$49,350.00	\$22,795.00	\$73,790.00		

Name of Bidder:  
Address of Bidder:

Denier Inc.  
19148 S. 104th Ave.  
Mokena, IL 60448

SKC Construction Inc.  
PO Box 503  
West Dundee, IL 60118

Approved Engineer's Estimate

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

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**RESOLUTION  
NUMBER 2017-021**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF BLUE ISLAND AND THE COOK COUNTY SHERIFF FOR  
911 DISPATCH SERVICES.**

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

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-021**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE COOK COUNTY SHERIFF FOR 911 DISPATCH SERVICES**

WHEREAS, the Cook County Emergency Telephone Systems Board (“Cook ETSB”) operates the Cook County 9-1-1 system (“9-1-1 System”) in certain municipalities in Cook County and the Cook County Sheriff (“Sheriff”) processes 9-1-1 calls and provides other services including call taking, dispatching, and radio monitoring;

WHEREAS, Blue Island Police have conducted their dispatch activity on the Blue Island Emergency Telephone Systems Board, but are required to consolidate dispatch services with another emergency telephone systems board;

WHEREAS, the City of Blue Island (“City”) desires to obtain the Sheriff’s 9-1-1 System dispatching services for Blue Island Police and agrees to reimburse the Sheriff for providing paid services pursuant to this IGA;

WHEREAS, the Sheriff agrees to provide 9-1-1 System dispatching/monitoring services to Blue Island Police twenty-four hours a day, seven days a week; and

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

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

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

**SECTION 2: AUTHORIZATION 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 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 27<sup>th</sup> day of June, 2017.

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

**ATTESTED** and **Filed** in my office this  
27<sup>th</sup> day of June, 2017.

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**CITY CLERK**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF COOK  
ON BEHALF OF THE COOK COUNTY SHERIFF  
AND CITY OF BLUE ISLAND**

This Intergovernmental Agreement (“IGA”) is entered into by and between the County of Cook (“County”) on behalf of the Sheriff of Cook County (“Sheriff”) and the City of Blue Island (“Blue Island”), (collectively, the “Parties”), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10, and The Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

**I. RECITALS**

**WHEREAS**, the Cook County Emergency Telephone Systems Board (“Cook ETSB”) operates the Cook County 9-1-1 system (“9-1-1 System”) in the unincorporated areas of Cook County and certain municipalities; and

**WHEREAS**, the Sheriff processes 9-1-1 calls and provides other services for the 9-1-1 System, including call taking, dispatching, and radio monitoring; and

**WHEREAS**, the budget for the Sheriff’s Office, through the Annual Appropriation Bill adopted by the County Board, currently funds the salary and benefits for in excess of sixty employees who currently staff the 9-1-1 System’s communication center; and

**WHEREAS**, the Blue Island Police have conducted their dispatch activity on the Blue Island Emergency Telephone Systems Board, but are required to consolidate dispatch services with another emergency telephone systems board; and

**WHEREAS**, Blue Island desires to obtain the Sheriff’s 9-1-1 System dispatching services for Blue Island Police and agrees to reimburse the Sheriff for providing said services pursuant to this IGA; and

**WHEREAS**, the Sheriff agrees to provide 9-1-1 System dispatching/monitoring services to Blue Island Police twenty-four hours a day, seven days a week;

**WHEREAS**, the County, the Sheriff and Blue Island seek to enter into this IGA where the Sheriff will provide dispatch services to the Blue Island Police;

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

**II. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated herein as though fully set forth.

**III. GENERAL PROVISIONS**

**A. Term:** The term of this IGA shall begin on November 1, 2017 (“Effective Date”) and shall continue for five (5) years from the Effective Date (“Termination Date”).

**B. Termination:** Either the County, upon the request of Sheriff, or Blue Island, may terminate this IGA at any time after the first three (3) months of the Term upon one hundred eighty (180) days written notice.

**C. Roles and Responsibilities:**

1) The Sheriff agrees to provide 9-1-1 System dispatching services to Blue Island twenty-four hours a day, seven days a week. Blue Island Police Department dispatch will be done on a Cook County 800 mhz frequency.

2) Blue Island will adhere to current 9-1-1 Center procedures covering radio use and officer safety practices mandated by the Sheriff’s Office.

**D. Financial:**

1) Blue Island agrees to reimburse the Sheriff quarterly based on the following County fiscal year schedule (“Sheriff’s Reimbursement”), with any partial year prorated based the number of days the IGA has been in effect for that year:

- i. 2017 - \$364,448.64
- ii. 2018 - \$377,492.77
- iii. 2019 - \$391,627.40
- iv. 2020 - \$406,249.98
- v. 2021 - \$422,513.82

2) Sheriff will send Blue Island an invoice quarterly. Payment to Sheriff will be due within ninety (90) days of receipt of invoice.

**IV. INDEMNIFICATION**

**A.** Blue Island agrees to indemnify, defend, save and hold the County and the Sheriff, and their respective Commissioners, agents, officers, and employees harmless from and against any and all liabilities, claims, demands or suits brought by any employee of Blue Island pursuant to this IGA or member of the public arising out of any negligent act or omission of Blue Island and/or its agents, officers, or employees in the performance of this IGA.

**B.** The County shall be responsible for the acts of its agents, officers, or employees in the performance of this IGA.

**V. DISPUTE RESOLUTION**

In the event of a dispute between Blue Island and the Sheriff concerning this IGA, each shall designate a representative who shall meet to resolve the dispute. If the designated representatives fail to resolve the dispute, then the Sheriff's General Counsel and Blue Island's General Counsel are responsible for promptly resolving the dispute in good faith and in a cooperative manner.

**VI. NOTICE**

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service during regular business hours; (b) facsimile transmission during regular business hours; (c) overnight courier; or (d) first class mail properly addressed with postage prepaid and deposited in the U. S. Mail. Any notice, demand or request served personally or by facsimile transmission as aforesaid shall be effective upon receipt. Any notice, demand or request served by overnight courier shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or request served by U.S. mail shall be deemed received two (2) business days following deposit in the mail. Notices shall be served at the following addresses or at such other place as the Parties may from time to time designate in writing by notice given hereunder

If to the Cook County Sheriff's Office:	Cook County Sheriff's Office Attn: General Counsel 50 West Washington Ste. 704 Chicago, Illinois 60602
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If to Blue Island:	City of Blue Island Attn: City Administrator 13051 Greenwood Avenue Blue Island, IL 60163
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**VII. MISCELLANEOUS**

- A. Compliance with Laws. The Parties shall at all times observe and comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of this IGA.
- B. Counterparts This IGA may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.
- C. Governing Law and Venue. This IGA shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the principles of

conflicts of law thereof. If there is a lawsuit under this IGA, each Party hereto agrees to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this IGA.

- D. Entire Agreement; Modification. This IGA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This IGA may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.
- E. Severability. If any term of this IGA or any application thereof is held invalid or unenforceable, the remainder of this IGA shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
- F. Conflicts. This IGA shall not be legally binding if entered into in violation of the provisions of the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01 *et seq.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the County of Cook, and Blue Island have caused this IGA to be executed.

**COOK COUNTY EXECUTION:** The undersigned, on behalf of the County of Cook, Illinois, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

\_\_\_\_\_  
Toni Preckwinkle  
President, Cook County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Honorable David Orr  
Cook County Clerk

Dated: \_\_\_\_\_

ACKNOWLEDGED:

\_\_\_\_\_  
Thomas Dart  
Cook County Sheriff

Approved as to form:

\_\_\_\_\_  
Assistant State's Attorney

**BLUE ISLAND EXECUTION:** The undersigned, on behalf of Blue Island, a body politic and corporate of the State of Illinois, hereby accept the foregoing Intergovernmental Agreement:

\_\_\_\_\_  
City President

Dated: \_\_\_\_\_

ATTEST:

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

Dated: \_\_\_\_\_

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

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**RESOLUTION  
NUMBER 2017-022**

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**A RESOLUTION AUTHORIZING EXECUTION OF  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
CITY OF BLUE ISLAND AND THE ORLAND FIRE PROTECTION  
DISTRICT FOR THE PROVISIONS OF EMERGENCY RESPONSE  
COMMUNICATIONS AND DISPATCHING SERVICES.**

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

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-022**

**A RESOLUTION AUTHORIZING EXECUTION OF INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE ORLAND FIRE PROTECTION DISTRICT FOR THE PROVISION OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES**

WHEREAS, the Orland Fire Protection District (“OFPD”) provides and renders emergency response services and operates an emergency response communications and dispatch center equipped to handle regular and routing communications to or dispatching of the OFPD’s emergency response personnel and equipment in response to those requests;

WHEREAS, the City of Blue Island (“City”) maintains a fire department which provides and renders emergency response services to the inhabitants of Blue Island, Illinois;

WHEREAS, the Blue Island Fire Department (“BIFD”) desires to have the OFPD, through the OFPD’s emergency response communications and dispatch center, handle regular routine communications from the inhabitants of Blue Island, Illinois requesting response services, as well as regular and routine communications to or dispatching of the BIFD’s emergency response personnel and equipment in response to those requests;

WHEREAS, the OFPD and the BIFD have each determined that it is mutually beneficial to both entities to establish centralized emergency response communications and dispatching services as such services can efficiently and economically serve the needs of both entities; and

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

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

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

**SECTION 2: AUTHORIZATION 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 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 27<sup>th</sup> day of June, 2017.

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

**ATTESTED and Filed** in my office this  
 27<sup>th</sup> day of June, 2017.

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

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

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**RESOLUTION  
NUMBER 2017-023**

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**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT  
WITH LAKESHORE RECYCLING SYSTEMS, LLC. FOR  
MUNICIPAL RESIDENTIAL WASTE AND RECYCLING SERVICES  
FOR THE CITY OF BLUE ISLAND.**

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

**DEXTER JOHNSON  
LETICIA VIEYRA  
NANCY RITA  
TOM HAWLEY  
BILL FAHRENWALD  
CANDACE CARR  
KENNETH PITTMAN**

**GEORGE POULOS  
FRED BILOTTO  
KEVIN DONAHUE  
ALECIA SLATTERY  
JAN OSTLING  
JAIRO FRAUSTO  
NANCY THOMPSON**

**Aldermen**

**RESOLUTION NO. 2017-023**

**A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH  
LAKESHORE RECYCLING SYSTEMS, LLC FOR MUNICIPAL RESIDENTIAL  
WASTE AND RECYCLING SERVICES FOR THE CITY OF BLUE ISLAND**

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

Whereas, the city plans to enter into an agreement with Lakeshore Recycling Systems, LLC, for municipal residential waste and recycling services for the City of Blue Island

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

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

**SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED**

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

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

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

**SECTION 3: EFFECTIVE DATE**

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

ADOPTED this 27<sup>th</sup> day of June, 2017, pursuant to a roll call as follows:

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>	<b>PRESENT</b>	<b>ABSTAIN</b>
Alderman JOHNSON					
Alderman POULOS					
Alderman VIEYRA					
Alderman BILOTTO					
Alderman RITA					
Alderman DONAHUE					
Alderman HAWLEY					
Alderman SLATTERY					
Alderman FAHRENWALD					
Alderman OSTLING					
Alderman CARR					
Alderman FRAUSTO					
Alderman PITTMAN					
Alderman THOMPSON					
Mayor DOMINGO F. VARGAS					
<b>TOTAL</b>					

**APPROVED:** this 27<sup>th</sup> day of June, 2017.

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

**ATTESTED and Filed** in my office this  
27<sup>th</sup> day of June, 2017.

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**CITY CLERK**

## City of Blue Island – Municipal Residential Waste and Recycling Contract

This CONTRACT, drafted and entered into on July 1, 2017, by and between the City of Blue Island (hereinafter referred to as the "City"), represented herewith by its duly elected Mayor [ENTER], and Lakeshore Recycling Systems, LLC, qualified to do and is doing business in the State of Illinois (hereinafter called "Contractor", herein represented by Joshua Connell, Managing Partner.

WITNESSED, THAT in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor is hereby granted sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City, and shall furnish all personnel, equipment, trucks and all other items necessary to collect waste and recycle material during the term of this Contract for the following areas:  
  
Residential homes (single-unit homes) and multi-unit homes (2-flat and 3-flat properties)  
Designated Municipal Facilities
2. The Contract Documents shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - a: Exhibit A – General Specifications
  - b: Exhibit B – Insurance Requirements
  - c: Exhibit C – Contractor's Proposal/Pricing
  - d: This Instrument
  - e: Any addenda or changes to the foregoing documents agreed to by the parties hereto.
3. All provisions of the Contract documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon written consent of the parties. No amendment shall be construed to release either party from any obligation of the Contract documents except as specifically provided for in such amendment.
4. The initial term of this Contract shall be from July 1, 2017 (the "Effective Date") until June 30, 2022.
5. At the mutual option of the City and Contractor, this Contract may be extended for up to five years by either party giving written notice to the other party of its desire to so extend the Contract no later than one hundred eighty (180) days prior to the end of the initial or any extended period hereunder. Upon receipt of such written request, the receiving party may agree to such extension by providing written notice to the other party within thirty (30) days after receipt of the other party's written request for such extension. The terms and conditions as applicable to the initial term shall apply to the extended terms, except for the pricing, which shall be provided in the pricing Exhibit to this Contract, and, such other changes as may be mutually agreed upon by the City and the Contractor. Absent either the timely written request from either party, or the timely written response from the other party agreeing to extend the term of this Contract, the Contract shall terminate on its scheduled expiration date.

IN WITNESS HEREOF, [ENTER], Mayor of the City of Blue Island, hereunto subscribed his/her name, and Joshua Connell, Authorized Agent of Lakeshore Recycling Systems, LLC has also hereunto subscribed his name on the days and dates set forth after their various signatures.

WITNESSES:

City of Blue Island

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ON: \_\_\_\_\_

WITNESSES:

Contractor: Lakeshore Recycling Systems, LLC

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

ON: \_\_\_\_\_

THUS DONE AND SIGNED in the presences of witnesses whose names are inscribed opposite each  
Respective signature on and as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS MY HAND AND SEAL OF OFFICE

\_\_\_\_\_  
NOTARY PUBLIC

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## EXHIBIT A GENERAL SPECIFICATIONS

- 1.0 DEFINITIONS OF ITEMS INCLUDED IN THIS CONTRACT
- 1.01 Bags - Bags – Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35lbs.
- 1.02 Bin - Metal receptacle designed to be lifted and emptied mechanically for use primarily at selected Municipal Facilities and Large Commercial and Industrial Units.
- 1.03 Bundle - Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming and easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.
- 1.04 City - City of Blue Island, Illinois.
- 1.05 Container for Garbage, Rubbish & Yard Waste Collection - A receptacle with the capacities designated of the exhibits hereto that is designated for the purpose of curbside collection of garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.
- 1.06 Container for Recycling - A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable materials, and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs.
- 1.07 Disposal Site - A Waste Material depository designated by Contractor, including but not limited to sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of waste material and small dead animals.
- 1.08 Garbage - Any and all small dead animals, every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay, or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including but not limited to, used tin cans, and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of excluded waste.
- 1.09 Multi-Family - The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing. Per this contract included only are two (2) unit and three (3) unit properties.
- 1.10 Municipal Facilities - Means only those specific municipal units.
- 1.11 Producer - An operator or occupant of a commercial or industrial facility or a residential unit who generates garbage, rubbish, yard waste or recyclable materials.

- 1.12 Recycling - The collection of and the delivery of recyclable materials pursuant to the contract documents.
- 1.13 Recyclable Materials - The following items (but not limited to) are classified as recyclable materials under this Contract:  
Glass: Clean, unbroken glass containers, bottles and jars  
Cans: Clean aluminum, tin and steel containers  
Newspaper: Clean, dry, unsoiled newspaper  
Plastic: - PETE & HDPE containers (milk jugs and soft drink containers)
- 1.14 Residential Unit - A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than three families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of three or fewer contiguous or separate single-family dwelling units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.
- 1.15 Rubbish - All waste wood, wood chips, shavings, sawdust, printed paper, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of excluded waste.
- 1.16 **Small Dead Animals** - Animals or portions thereof less than ten (10lbs) in weight that have expired from any cause, except those slaughtered or killed for human waste.
- 1.17 Solid Waste - Useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include sewage, earth or material used to fill land in accordance with construction codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in sanitary sewage treatment system or any material included in the definition of excluded waste.
- 1.18 Waste Material - Waste material is all non-hazardous solid waste (including garbage, rubbish, yard waste and recyclable materials) generated at residential units that is not excluded by this Contract. Waste material shall not include any excluded waste.
- 1.19 Yard Waste - Grass, leaves, flowers, stalks, stems, tree trimmings, branches and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems and small tree trimmings (less than two (2) feet in length, and less than two (2) inches in diameter) Shall be in a container, bag or box, the weight of which shall not exceed thirty-five (35lbs) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35lbs) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container bag or box.

## 2.0 DEFINITIONS OF ITEMS EXCLUDED FROM THIS CONTRACT

- 2.01 Bulky Waste (excluded from this Contract) – Stoves, refrigerators (with all CFC removed), water tanks, washing machines, furniture and other similar items, and materials other than construction debris, large dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be.
- 2.02 Commercial and Industrial Refuse (excluded from this Contract) - All bulky waste, construction debris, garbage, rubbish and stable matter generated by a producer at a large commercial and industrial unit.
- 2.03 Construction Debris (excluded from this Contract) - Waste building materials, resulting from construction, remodeling, repair or demolition operations at a residential unit, municipal facility or large commercial and industrial unit.
- 2.04 Excluded Waste (excluded from this Contract) - Excluded waste is all bulky waste, commercial and industrial refuse, construction debris or demolition operations at a residential unit, municipal facility or large commercial and industrial unit.
- 2.05 Hazardous Waste (excluded from this Contract) - Hazardous waste is a form of excluded waste and is defined by any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed as characteristic hazardous as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- 2.06 Institutional Solid Waste (excluded from this Contract) - Solid waste originating from education, health care and research facilities such as schools, hospitals, nursing homes, laboratories and other similar establishments.
- 2.07 Large Commercial and Industrial Unit (excluded from this Contract) - All premises, locations or entities, public or private, requiring garbage and rubbish collection within the corporate limits of the City that are not classified as residential unit or municipal facility.
- 2.08 Large Dead Animals (excluded from this Contract) - Animals or portions thereof equal to or greater than ten pounds (10lbs) in weight that have expired from any cause, except those slaughtered or killed for human use.
- 2.09 Offal Waste (excluded from this Contract) - Waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.
- 2.10 Special Waste (excluded from this Contract) - Special waste is a form of excluded waste, and is defined as non-hazardous, solid waste that is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate such waste. Special Waste includes, but in not limited to:
- a: waste iron from a commercial or industrial activity
  - b: waste generated by an industrial process or a pollution control process
  - c: waste which may contain free liquids
  - d: waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals
  - e: articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes
  - f: wastes which are non-hazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”)
  - g: asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, provincial and local laws, rules and regulations

h: containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are 'empty' as defined by RCRA

i: municipal or commercial solid waste that may have come into contact with any of the foregoing

j: filter cake sludge wastes from waste water treatment processes

k: wastes containing any regulated polychlorinated biphenyls

l: ash, sludge, tires and powders

2.11 Stable Matter (excluded from this Contract) - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock

2.12 Vegetable Waste (excluded from this Contract) - Putrescible solid waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

### **3.0 SCOPE OF WORK**

3.01 General - The work under this Contract shall consist of all supervision, materials, equipment, labor and all other items necessary to collect and dispose of the waste material from all residential units and other specified locations in accordance with the Contract documents.

3.02 Work Not Covered by Contract - The work under this Contract does not include:

3.02.1 the collection or disposal of construction or demolition debris from either residential, municipal or commercial locations

3.02.2 the collection or disposal of excluded waste materials

3.02.3 the collection or disposal of any waste materials or recyclable materials from large commercial and industrial units in the City

3.03 Additional Work Separately Contracted at Contractor's Election with Large Commercial and Industrial Units - Contractor may provide waste collection and disposal service, and/or recyclables collection services for large commercial and industrial units according to individual agreements negotiated between Contractor and such customers, and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, the Contract does not require such customers to use Contractor for such services.

3.04 Additional Work Separately Contracted at Contractor's Election with Residential Units and Municipal Facilities - Contractor may provide any other waste collection and disposal services and/or recyclable services to residential units and municipal facilities (e.g. collection and removal of construction debris, large dead animals, bulky items, etc.) that are not included within the scope of this Contract according to individual agreements negotiated between Contractor and such customer and under such terms and conditions as may be mutually agreed upon by Contractor and such customers. However, this Contract does not require such customers to use Contractor for such services.

### **4.0 COLLECTION OPERATIONS – GENERAL PROVISIONS**

4.01 Location of Containers, Bags and Bundles for Collection - Each container, bag and bundle shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container, bag or bundle not so placed or any waste material not in a container, bag or bundle as specified in the applicable Exhibit hereto.

- 4.02 Hours of Operation - Collection of waste material shall not start before 6:00 A.M. or continue after 7:00 P.M. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.03 Routes of Collection - Residential unit and municipal facilities collection routes shall be established by the Contractor. Contractor shall submit a map designating the residential unit and municipal facilities collection routes to the City at least two (2) weeks in advance of the commencement date for such route collection activity. The Contractor may from time to time make changes in routes or days of collection affecting residential units or municipal facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected residential units.
- 4.04 Holidays - The following shall be holidays for purposes of this Contract:  
  
New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day  
  
Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves the Contractor of its obligation to provide collection service at residential units at least once per week.
- 4.05 Complaints - All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for collection of waste material or recyclable materials not collected within 24-hours after the complaint is received.
- 4.06 Collection Equipment - The Contractor shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For waste material collection, all vehicles and other equipment shall be kept in good repair and appearances at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.
- 4.07 Office - The Contractor shall maintain an office or such other facilities through which it can be contacted by direct visit or local (toll free) call from anywhere in the City. It shall be equipped with sufficient telephones, and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular collection days.
- 4.08 Hauling - All waste material and recyclable material hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling and blowing are minimized.
- 4.09 Disposal - All waste material, other than recyclable materials, collected within the City under this Contract shall be deposited in any disposal site properly authorized by the State. The Contractor shall negotiate directly with the Owner/Operator of the disposal site for permission to use the disposal site, and the Contractor shall bear all disposal costs.
- 4.10 Delivery - All recyclable materials collected for delivery and sale by the Contractor shall be hauled to a commodity selected by the Contractor, pursuant to the Contract documents. The charge for delivery to the commodity buyer shall be included in the rates set forth for the residential units and municipal facilities serviced by the Contractor. Any revenue by the Contractor from the sale of the recyclable material shall belong to the Contractor.
- 4.11 Notification - The City shall notify all Producers at residential units about complaint procedures, rates, regulations, and day(s) for scheduled waste material and recyclable material collections.

- 4.12 Point of Contract - All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City's point of contact specified in the applicable Exhibit, and, by the City to the Contractor's General Manager or Operations Manager.
- 4.13 Litter or Spillage - The Contractor shall not litter premises in the process of making collections, but Contractor shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all waste material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the spillage.

## **5.0 BASIS OF PRICES AND METHOD OF PAYMENT**

### **5.01 Waste Materials Collection and Disposal Rates (Exhibits C, E and F)**

5.01.1 The prices to be paid by the City for the collection and disposal of waste material from all residential units and municipal facilities shall be shown as Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of residential units and specific municipal facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

5.01.2 The prices to be paid by the City for the collection and disposal of waste material from all small commercial facilities shall be shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon actual services provided by the Contractor to such small commercial facilities during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 5.03 herein. Contractor's invoice shall itemize each of those locations and total invoice amounts.

### **5.02 (Include section only if recycling services are offered) Recyclable Materials Collection and Disposal Rates (Exhibits C, G and H)**

5.02.1 The prices to be paid by the City for the collection and disposal of recyclable material from all residential units and municipal facilities shall be shown as Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon the actual number of residential units and specific municipal facilities to which Contractor provided such services during each month of this Contract. The City shall also pay Contractor the other costs and charges as specified in Section 5.03 herein.

5.02.2 The prices to be paid by the City for the collection and disposal of recyclable material from all small commercial facilities shall be shown on Exhibit C, as adjusted in accordance with Section 5.04 herein, and shall be computed based upon actual services provided by the Contractor to such small commercial facilities during each month of this Contract. The City shall also pay the Contractor the other costs and charges as specified in Section 5.03 herein. Contractor's invoice shall itemize each of those locations and total invoice amounts.

5.02.3 In the event that any recycled material commodity collected by the Contractor hereunder becomes no longer marketable and must therefore be disposed of at a Disposal site, the City shall pay any such disposal cost to the Contractor and shall eliminate that commodity from the recyclables materials program and this Contract. Contractor does not guarantee the existence of a market or any commodity buyer at any time for recyclable material.

### 5.03 Additional Costs and Charges

5.03.1 Change in Law - Contractor may pass through certain cost increases directly to the City to adjust for increases in cost to Contractor due to, changes in local, state or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real estate property taxes).

5.03.2 Except as provided expressly herein, the charges for the Contractor's service with respect to this work shall include all taxes, transportation costs and disposal fees.

### 5.04 Modification to Rates

5.04.1 The fees in Exhibit C, which may be charged by the Contractor for the second and subsequent years of the term hereof shall be adjusted by ~~3.9%~~ 3.9%

5.04.2 In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinances or regulations; changes in location of disposal sites, and increase in the number of residential units such as City growth or annexation; and for other reasons. Excluding increases in house counts, such rate adjustments shall be subject to the review and consent of the City.

5.05 City to Act as Collector - The City shall submit statements to and collect from all residential units for services provided by the Contractor pursuant to this Contract, including those accounts that are delinquent.

5.06 Delinquent and Closed Accounts - The Contractor shall discontinue waste material collection service at any residential unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume waste material collection on the next regularly scheduled collection day. The City shall identify and hold Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.07 Contractor Billings to City - The Contractor shall bill the City for waste and recyclable material collection and disposal services rendered to residential units and municipal facilities within ten (10) following the end of the month. *In accordance with the Local Government Prompt Payment Act (50 ILCS 505/), the City will approve all invoices received within 30 days (50 ILCS 505/3) and pay approved bills within 30 days (50 ILCS 505/4).* Such billing and payment shall be based on the price rates and schedules set forth in the Contract documents. The Contractor shall be entitled to payment for service rendered to residential units irrespective whether or not the City collects from the Customer for such service. *If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made (50 ILCS 505/4).*

5.08 Audit - The City may request and be provided with an opportunity to audit of all relevant books and records of Contractor which are used to support the calculations of the charges invoiced to the City under this Contract. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at the Contractor's premises in a manner which minimizes any interruption in the daily activities at such premises. The scope of any such audit may encompass only the relevant books and records pertaining to charges which were invoiced to the City within ninety (90) days of any such audit request from the City.

5.09 House Count - The Contractor and City shall, at a minimum conduct an annual house count for purposes of insuring that all residential units are accounted for and that payment and billing reflect the proper house count figures.

## 6.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Contract shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subjects.

## **7.0 NON-DISCRIMINATION**

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

## **8.0 RISK ALLOCATION AND INDEMNITY**

- 8.01 Contractor shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by Contractor's negligence or acts of willful misconduct or those of its subcontractors or agents.
- 8.02 City shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property to the extent caused by City's negligence or acts of willful misconduct or those of its contractors or agents.
- 8.03 If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to the entire bin, container, bag or bundle of waste. In such situations, Contractor shall contact the City, and the City shall undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the waste. In the event any excluded waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove transport and dispose of excluded waste at a location authorized to accept such excluded waste in accordance with all applicable laws, and charge the depositor or generator of such excluded waste all direct and indirect costs due to removal, remediation, handling, transportation delivery and disposal of such excluded waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of depositor or generator of excluded waste and collect the costs incurred by Contractor in connection with such excluded waste. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with such excluded waste, except to the extent that such excluded waste is determined to be attributed to the City.

## **9.0 LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all taxes required by the City and by the State.

## **10.0 FORCE MAJEURE**

3.04.1 Except for City's obligation to pay amounts due to Contractor, any failure of delay in performance under this Contract due to contingencies beyond a party's reasonable control, including, but not limited to: strikes, riots, terrorists acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute breach of this Contract, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Contract during the term of such event and for a reasonable time thereafter. The collection of disposal of any increased volume resulting from flood, hurricane or similar or different Act of God, over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement. In the event of such flood, hurricane or other Act of God, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules, as deemed necessary, of the Contractor.

## **11.0 ASSIGNMENT OF CONTRACT**

Neither party shall assign this Contract in its entirety without the other party's written consent, which consent shall not be unreasonably withheld.

## **12.0 EXCLUSIVE CONTRACT**

The Contractor shall have an exclusive franchise, license and privilege to provide waste material and recyclable material collection and disposal services within the corporate limits for and on behalf of the City to the designated residential units and municipal facilities covered by this Agreement.

## **13.0 TITLE TO WASTE AND RECYCLABLE MATERIALS**

Title to waste materials and recyclable materials shall pass to the Contractor when placed in the Contractor's collection vehicle. Title to and liability for any excluded waste shall remain with the generator or depositor of such waste and shall at no time pass to Contractor.

## **14.0 TERMINATION OF CONTRACT**

14.01 In the event of a failure by Contractor to perform any material provision of the Contract, the City shall give written notice of such breach to the Contractor along with at least thirty (30) days (the "cure period") to correct such breach. City may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and City so notifies Contractor in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, in the event of such termination occurs during the initial term of this Contract, City, as its sole and exclusive remedy may exercise its right under Contractor's performance bond, and procure the services of another waste services provider to complete the work covered under this Contract. Except for such right during the initial term of this Contract, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contract other than for claims for personal injuries or property damage as expressly provided in this Contract and arising prior to such termination date.

14.02 In the event of a failure by City to perform any material provision of the Contract, the Contractor shall give written notice of such breach to the City along with at least thirty (30) days (the "cure period") to correct such breach. Contractor may terminate this Contract after such cure period if Contractor has not adequately corrected such breach in accordance with this Contract and Contractor so notifies City in writing of such termination action. At such time, City shall pay Contractor only all charges and fees for the services performed on or before such termination date. Thereafter, following any such termination and the final payment from the City to the Contractor, neither party shall have any further obligation under this Contractor other than for claims for personal injuries or property damages as expressly provided in this terms and arising prior to such termination date.

## **15.0 CONTRACTOR'S PROPERTY**

All bins, containers, trucks and any other equipment that Contractor furnishes under this Contract shall remain Contractor's property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of equipment). City and its residents shall use the equipment only for proper and intended purpose and shall not overload

(by weight or volume), move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation or possession of the equipment by the City or the City's residents, employees, agents, suppliers or guests.

## **16.0 NEWLY DEVELOPED AREAS**

The Contractor will, within thirty (30) days of notification to the City provide waste material and recyclable material collection and disposal services of the same frequency and quality required by the Contract to newly developed areas within the City's current territorial limits. Any areas that may be annexed by the City which contain residential units which the City would like Contractor to service, shall be subject to negotiation of a mutually acceptable amendment to this Contract and possible adjustment to Contractor's pricing for such new areas.

## **17.0 MISCELLANEOUS TERMS**

- 17.01 Contractor shall not be responsible for any damages to City's property or equipment located adjacent to the collection receptacles (bins, containers, bags or bundles), nor to City's pavement, curbing or other driving surfaces resulting from Contractor's providing the services under this Contract.
- 17.02 Contractor may provide any of the services covered by this Contract through any of its affiliates or subcontractors, provided that Contractor shall remain responsible for the performances of all such services and obligations in accordance with this Contract.
- 17.03 Contractor shall have no confidentiality obligation with respect to any waste materials or recyclable materials collected pursuant to this Contract.
- 17.04 Except as may be specifically provided herein, Contractor provides no guarantees or warranties with respect to the work performed. No liquidated damages or penalties may be assessed against Contractor by City.
- 17.05 No intellectual property (IP) rights in any of Contractor's IP are granted to the City under this Contract.
- 17.06 This Contract shall be binding upon and inure solely to the benefit of the parties and their permitted assigns.
- 17.07 If any provision of this Contract shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Contract. In either case, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected thereby.
- 17.08 The failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Contract shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless made in writing. Any waiver by a party or one or more similar events shall not be construed to apply to any other events whether similar or not.
- 17.09 This Contract shall be interpreted and governed by the laws of the state where the work is performed.

- 17.10 This Contract sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Contract.
- 17.11 If any litigation is commenced under this Contract, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses and court or other costs incurred in such litigation or proceeding.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B – Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

**Automotive Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased Vehicles (including trailers).
Pollution Liability Enforcement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primarily without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon City's request, Contractor shall furnish City with a certificate of insurance, evidencing that such coverages are in effect. Such certificate: (i) will also provide for 30 days prior written notice of cancellation to the City; (ii) shall show City as an additional insured under the Automotive and General Liability policies; and, (iii) shall contain waivers of subrogation in favor of City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of City. In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering Contractor's indemnification of City herein.
- Coverage must be provided for Products/Completed Operations
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.

**EXHIBIT C**

## WASTE COLLECTION AGREEMENT

This agreement will serve as the initial Waste Collection, Recycling Collection and Transfer Station Service between the City of Blue Island and Lakeshore Recycling Systems, LLC. (LRS). The effective date of this Contract will be July 1, 2017, and will expire on June 30, 2022.

All terms and Conditions of will remain in full force with the following exceptions:

### SOLID WASTE CARTS

Upon the signing of this Contract, LRS will begin replacing the incumbent waste hauler's waste carts with 96G carts. These carts will be royal blue in color, and one cart will be delivered per unit (e.g. one cart per single-family home, one cart per-unit for each 2-unit property and 3-unit property). The carts will be heat-stamped with LRS' logo and contact information.

### RECYCLING CARTS

Upon the signing of this Contract, LRS will begin replacing the incumbent waste hauler's recycle carts with 96G carts. These carts will be blue in color, but with a lid that is a lighter shade of blue to help differentiate waste and recycle carts. These carts will also have updated recycling tips embossed on the lids, and one cart will be delivered per single-family home, and one per 2-unit and 3-unit properties. The carts will be heat-stamped with LRS' logo and contact information.

### ROLL-OFF SERVICE

Upon the signing of this Contract, LRS will provide the City 20yd roll-off boxes for MSW at a rate of \$245 per box/pull, 20yd roll-off boxes for the use of tires at a rate of \$550 per box/pull

### COMMERCIAL SERVICE

Upon signing this Contract, LRS will provide the City three (3) 2yd waste containers at a rate of \$90/month, and two (2) 4yd waste containers at a rate of \$140/month.

### DECORATIVE WASTE BASKETS

Upon the signing of this Contract, LRS will provide the City, at its discretion, 15-20 decorative waste baskets.

### PRICING

Upon the signing of this Contract, LRS will provide solid waste and recycling services at the following rates (subsequent years increase at 3%)

**Single-Family Homes: \$15.75/month (rate includes waste, recycling and yard waste)**

**Two-Flat Homes: \$14.75/month (rate includes waste, recycling and yard waste)**

**Three-Flat Homes: \$14.75/month (rate includes waste, recycling and yard waste)**

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Joshua Connell  
Managing Partner

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Accepted By:  
Mayor, City of Blue Island

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Date:

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Date: