

**AGENDA**  
**REGULAR MEETING**  
City Council of the City of Blue Island, Illinois  
2434 Vermont Street  
July 11, 2017 – 7:00 P.M.

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

**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

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 27, 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 Colleen Roach to have a block party at 3352 Edison on July 4<sup>th</sup> from 10:00 a.m. until 10:00 p.m. (Council approved on 6/27 by roll call vote)
  2. Motion to approve a request from Yolanda Lee to have a block party at 2130 W. 122<sup>nd</sup> Street on August 4<sup>th</sup> from 10:00 a.m. until 4:00 p.m.
  3. Motion to approve a request from Kathy Gardner to have a block party at 119<sup>th</sup> and Maple Avenue on August 5<sup>th</sup> starting at 10:00 a.m.
  4. Motion to approve a request from Donald Mear to have a block party on Irving Avenue from 122<sup>nd</sup> Street to 123<sup>rd</sup> Street on August 19<sup>th</sup> from 12:00 p.m. until 10:00 p.m.

City Treasurer:

City Attorney:

7. **Committee Reports**
  - a. Community Development Committee
  - b. Finance Committee – Minutes from June 28, 2017
    1. Motion for Approval of Accounts Payable – June 29, 2017 for \$424,242.37.

2. A Resolution Approving the Cook County Demolition Sub-Recipient Agreement for Demolition of 11941 Vincennes Funding from Cook County.

3. A Resolution for Approval of Class 6(B) Real Estate Tax Incentive Abatement for Property Located at 3000 W. 139<sup>th</sup> Street, City of Blue Island, Cook County, Illinois. (Scrap Metal Services, LLC)

c. Public Health and Safety Committee

1. 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.

2. An Ordinance of the City of Blue Island, Illinois Dissolving the City's Emergency Telephone System Board.

d. Municipal Services Committee

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 27, 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 27, 2017.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Roll Call indicates the following:

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

Absent:            1           Ald. Frausto

Present Also:           Randy Heuser, City Clerk  
Shawn Te Raines, City Attorney

**JOURNAL OF PROCEEDINGS**

**Motion by Ald. Poulos, second by Ald. Thompson to approve the Journal of Proceedings of the Regular Meeting from June 13, 2017.**

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

Nays:            0

Absent:           1           Frausto

Abstain:         0

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

Regular Meeting – June 27 ,2017

**PUBLIC COMMENT**

Mike Henry, GM Republic Services, stated that he did not agree it was the best decision for the city regarding the Municipal Committee's decision to go with another garbage service company. He thanked the mayor, council, and residents for allowing Republic to be their garbage service for the past 20 years.

Patrick Disabato, 12808 Elm Street, spoke highly about Jason Berry and how he has pushed the city in a positive direction. He wanted to know that this administration did everything they could to keep an asset like Jason.

Greg Lochow, 12915 Elm St, spoke about the minimum wage and sick leave opt out ordinance. He stated the two things to remember are this would make a lot of extra expense for current businesses and make Blue Island less competitive for new business. He urged council to vote to opt out.

Carol DiPace-Greene, 2731 Orchard St, stated her concerns regarding seeing the information posted online regarding Lakeshore before there was a vote and current approved contract.

**REPORT OF CITY OFFICIALS**

**MAYOR:**

**Mayor's Announcements** – The Mayor thanked Jason Berry for his service to the city. He spoke of different events that occurred in the city including the Blessing of the Waters, Driving to Dixie, Vintage Baseball, Blue Cap Fundraiser Pub Crawl, and the meeting regarding Metra electric line.

**BIDS:**

No bids.

**CITY CLERK:**

**Motion by Ald. Rita, second by Ald. Donahue 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.**

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

Nays: 0

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Absent: 1 Frausto

Abstain: 0

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

**Motion by Ald. Donahue, second by Ald. Rita 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.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

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

**Motion by Ald. Johnson, second by Ald. Bilotto 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.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

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

**Motion by Ald. Ostling, second by Ald. Bilotto 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.**

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Ayes: 12 Bilotto, Rita, Donahue, Hawley, Fahrenwald,  
Ostling, Thompson, Carr, Pittman, Slattery,  
Poulos, Johnson

Nays: 0

Absent: 1 Frausto

Abstain: 1 Vieyra

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

Approve a block party request for 3300 block of Edison for resident who has had a block party every year. All in favor.

**CITY TREASURER:**

No business.

**CITY ATTORNEY:**

No business.

**COMMITTEE REPORTS**

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

Next Meeting – Thursday, July 6, 2017, 7:00 p.m. – East Annex

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

**Motion by Ald. Ostling, second by Ald. Vieyra to approve Accounts Payable for May 3, 2017 for \$225,448.60, May 17, 2017 for \$250,156.79, June 7, 2017 for \$232,201.36 and June 21, 2017 for \$479,298.32.**

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

Nays: 0

## Regular Meeting – June 27 ,2017

Absent: 1 Frausto

Abstain: 0

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

**Motion by Ald. Ostling, second by Ald. Rita to approve Payroll for 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.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

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

**ORDINANCE NUMBER 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. “(MINIMUM WAGE AND SICK LEAVE OPT OUT ORDINANCE)”**

**Motion by Ald. Ostling, second by Ald. Vieyra to approve Ordinance Number 2017-027.**

Ayes: 10 Bilotto, Vieyra, Rita, Hawley, Fahrenwald, Ostling, Pittman, Slattery, Poulos, Johnson

Nays: 1 Donahue, Thompson, Carr

Absent: 1 Frausto

Abstain: 0

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

Regular Meeting – June 27, 2017

**RESOLUTION NUMBER 2017-020****A RESOLUTION AUTHORIZING APPROVAL OF WARD TO DENLER INC. FOR 2017 CRACK SEALING PROGRAM FOR THE CITY OF BLUE ISLAND.****Motion by Ald. Ostling, second by Ald. Fahrenwald to approve Resolution Number 2017-020.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

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

Next Meeting – Wednesday, June 28, 2017, 6:00 p.m. – East Annex

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

**RESOLUTION NUMBER 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.****Motion by Ald. Carr, second by Ald. Bilotto to approve Resolution Number 2017-021.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

Regular Meeting – June 27 ,2017

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

**RESOLUTION NUMBER 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 PROVISIONS OF EMERGENCY RESPONSE COMMUNICATIONS AND DISPATCHING SERVICES.**

**Motion by Ald. Carr, second by Ald. Donahue to table Resolution Number 2017-022.**

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

Nays: 0

Absent: 1 Frausto

Abstain: 0

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

Next Meeting – Tuesday, July 11, 2017, 6:00 p.m. – East Annex

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

**RESOLUTION NUMBER 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.**

**Motion by Ald. Rita, second by Ald. Rita to approve Resolution Number 2017-023.**

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

Nays: 0

Absent: 1 Frausto

Regular Meeting – June 27 ,2017

Abstain: 0

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

Next Meeting – Tuesday, July 25, 2017, 6:00 p.m. – East Annex

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

Next Meeting – TBD

**ALDERMANIC ANNOUNCEMENTS/COMMENTS**

Director Rita acknowledged Jason Berry for all that he has done and stated he will not be easy to replace.

Ald. Donahue asked is there is going to parade and fireworks this year.

Ald. Carr thanked Nancy Rita as the former chair of the finance committee and former members for finding the money that was needed for different projects. She announced the FOP golf outing is July 21<sup>st</sup>. The firefighters will be having their fundraiser in August.

Ald. Johnson asked if there are incentives for first responders for buying homes in Blue Island. He also stated a safety concern regarding overgrown grass at 2858 141<sup>st</sup> Place.

Ald. Fahrenwald thanked Jason Berry and stated he taught him so much.

**ADJOURNMENT**

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

Upon a vote, the Mayor declared the motion carried.

The meeting was adjourned at 8:22 p.m.

The next regular meeting of the City Council is scheduled for July 11, 2017 at 7:00 p.m.

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**Randy Heuser, City Clerk**

**APPROVED BY ME THIS  
11TH DAY OF JULY, 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: Colleen Roach Title: \_\_\_\_\_

Address: 3352 Edison

Daytime Phone: 708-925-6154 Nighttime Phone: \_\_\_\_\_

E-mail: croach21@yahoo.com

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

Secondary Representative: Luis Pimentel Title: \_\_\_\_\_

Address: 3320 Edison

Daytime Phone: 708-272-2510 Nighttime Phone: \_\_\_\_\_

E-mail: lpimentel488@yahoo.com

Specific Location of Block Party: 3352 Edison

Requested Date: 7-4-17 Time - Beginning: 10pm End: 10pm

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: no thank you

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: no thank you

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.

Roach  
Signature of Representative

Colleen Roach  
Printed Name

Pimentel  
Signature of Secondary Representative

Luis Pimentel  
Printed Name

# BLOCK PARTY APPLICATION

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

Representative: Yolanda Lee Title: property manager

Address: 2130 W 120th Street, Blue Island IL 60406

Daytime Phone: (708) 489-2500 Nighttime Phone: (708) 527-8039

E-mail: ylee@kinzie.biz

Organization (if any): Blue Station Apartments

Secondary Representative: Morgan Echols Title: Liasing Consultant

Address: 17761 S. Vincennes Rd, Blue Island IL 60406

Daytime Phone: (708) 489-2500 Nighttime Phone: (312) 841-5082

E-mail: BLUESTATION@KINZIE.BIZ

Specific Location of Block Party: 2130 W 120th Street, Blue Island IL 60406

Requested Date: 8/4/2017 Time - Beginning: 10:00am End: 4:00pm

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: 10:00 - 4:00pm

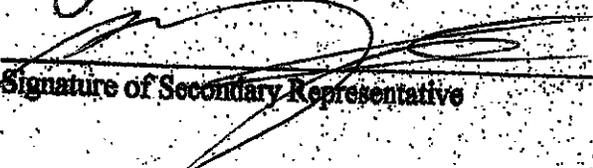
Yes, we would like a Blue Island Fire Engine to visit the Block Party. Please indicate the best time for us to schedule your visit, based on availability that day: 10:00 - 4:00pm

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.

  
Signature of Representative

Yolanda Lee  
Printed Name

  
Signature of Secondary Representative

Morgan Echols  
Printed Name

# BLOCK PARTY APPLICATION

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

Representative: Kathy Gardner Title: Block Party Rep

Address: 11915 Maple Ave Blue Island IL 60406

Daytime Phone: 708 473 5852 Nighttime Phone: \_\_\_\_\_

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

Organization (if any): NA

Secondary Representative: JOSE VERDUZCO Title: \_\_\_\_\_

Address: 11922 Maple Ave Blue Island IL 60406

Daytime Phone: (630) 664-3054 Nighttime Phone: \_\_\_\_\_

E-mail: J23VERDUZCO@GMAIL.COM

Specific Location of Block Party: 119th & Maple Ave

Requested Date: August 5, 2017 Time - Beginning: 10am End: \_\_\_\_\_

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: 4:00pm

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: 4:00pm

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.

Signature of Representative: [Handwritten Signature]

Printed Name: Kathy Gardner

Signature of Secondary Representative: [Handwritten Signature]

Printed Name: JOSE VERDUZCO

**BLOCK PARTY APPLICATION**

Sub 6/26/17

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

Representative: Donald P. Mear Title: Home Owner/Resident

Address: 12243 Irving Ave

Daytime Phone: 708-385-5366 Nighttime Phone: 708-790-9691

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

Organization (if any): N/A

Secondary Representative: Glinde Fisher Title: Resident

Address: 12217 Irving ave.

Daytime Phone: (708) 371-5008 Nighttime Phone: (708) 371-5008

E-mail: Simba5775@sbcglobal.net

Specific Location of Block Party: Irving Ave. 122nd. TO 123rd. Street

Requested Date: 8-19-17 Time - Beginning: 12 pm End: 10 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: 2:00 PM

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: 2:30-3:00

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.

Donald P. Mear  
Signature of Representative

Donald P. Mear  
Printed Name

Glinde Fisher  
Signature of Secondary Representative

Glinde Fisher  
Printed Name



## FINANCE COMMITTEE MINUTES

Finance meeting called to order June 28, 2017 at 7pm.

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

Absent: Ald. Frausto

Also, present: Director John Rita, Deputy Finance Director Lori Brown, Mark Miller, Building Department and Mr. Dellon from SMS.

Public Comments: No Comments

Accounts Payable:

Discussion: Ald. Hawley questioned check from planters on Western's flowers.

Ald. Fahrenwald asked to compare a report showing appropriation verses budget.

I. Manual check register

A. Mail managers for water notice

B. Republic for garbage

The amount is \$104,009.02. Motion by Ald. Thompson and 2<sup>nd</sup> by Ald. Hawley. Motion carried.

II. Accounts payable for June 29,2017, \$424,242.37, Motion by Ald. Fahrenwald and 2<sup>nd</sup> by Hawley. Motion carried. Motion to City Council.

New Business:

Resolution for demolition of property at 11941 Vincennes the old Montel building. June 16,2017 city was awarded \$354,953.00 for demolition no matching funds required. Motion by Ald. Thompson and 2<sup>nd</sup> by Hawley. Motion carried. Motion to City Council.

Director John Rita requested one (1) full time police officer to be hired. This position is needed to increase man power.

Discussion: This position is appropriated. Hiring would come from Civil Services list. Motion by Ald. Hawley and 2<sup>nd</sup> by Ald. Vieyra. Motion carried. Motion to City Council.

Director Rita requested purchase of 4 new police vehicles. Money was appropriated. Financing to be discussed with CPA at next finance meeting on 7.18.2017. Motion to table by Ald. Thompson and 2<sup>nd</sup> by Ald. Fahrenwald. Motion to table carries.

Request for approval of 6B for Scrap Metal Services LLC (SMS) at 3000 W. 139<sup>th</sup> Street.

6B would reduce property tax to aide in improvement on property and to expand their business. Motion by Ald. Hawley and 2<sup>nd</sup> by Ald. Vieyra.

Roll call vote taken:

Ald. Fahrenwald-no, Ald. Hawley-yes, Ald. Vieyra-yes, Ald. Thompson-no, Ald. Ostling-yes

Motion carried. Motion to City Council.

## FINANCE COMMITTEE MINUTES

Ald. Hawley announced representative from Art Space coming to Blue Island. This is the 1<sup>st</sup> stage of evaluating possible development thru a grant.

Art Space is a non-profit organization that uses the tools of Real Estate development to create affordable and appropriate places where artists can live and work.

Adjournment:

No further business motion to adjourn by Ald. Fahrenwald and 2<sup>nd</sup> by Ald. Vieyra. Motion carried.

Next finance committee meeting will be Tuesday, July 18, 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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**RESOLUTION  
NUMBER 2017-024**

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**A RESOLUTION APPROVING THE COOK COUNTY DEMOLITION  
SUB-RECIPIENT AGREEMENT FOR DEMOLITION OF  
11941 VINCENNES FUNDING FROM 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**

**RESOLUTION NO. 2017-024**

**A RESOLUTION APPROVING THE COOK COUNTY DEMOLITION  
SUB-RECIPIENT AGREEMENT FOR DEMOLITION OF  
11941 VINCENNES FUNDING FROM COOK COUNTY**

WHEREAS, the Mayor and City Council of the City of Blue Island ("City") have heretofore established a continuing Community Development Program to promote the welfare of the City of Blue Island; and

WHEREAS, 11941 Vincennes, formerly known as Montell Pontiac was acquired by the City in 2015 through Cook Count No Cash Bid program; and

WHEREAS, The Cook County No Cash Bid Program is an economic development tool designed to assist municipalities in acquiring tax delinquent property for reuse as private development and tax reactivation; and

WHEREAS, the City requested \$600,000 in demolition funds through the Cook County Community Development Grant Capital Improvement Program for 11941 Vincennes; and

WHEREAS, Cook County awarded the City \$354,953 for this demolition with no matching funds required; and

Whereas, a resolution is required by Cook County along with a Cook County Demolition Sub-recipient Agreement in order for the City to receive this demolition grant.

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

That the Mayor and the City Clerk of the City of Blue Island are hereby directed and authorized to submit the resolution is required by Cook County along with a Cook County Demolition Sub-recipient Agreement, all understandings and assurances and to execute all necessary additional documents, and complete all necessary steps to effectuate the purpose of this resolution.

### **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 11<sup>th</sup> day of July, 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 11<sup>th</sup> day of July, 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  
11<sup>th</sup> day of July, 2017.

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



**June 26, 2017**  
**Request for Demolition Funding**  
**11941 Vincennes**

**Introduction**

11941 Vincennes, formerly known as Montell Pontiac was acquired by the City of Blue Island in 2015 through the Cook County No Cash Bid program. The Cook County No Cash Bid (NCB) Program is an economic development tool designed to assist municipalities in acquiring tax delinquent property for reuse as private development and tax reactivation.

**Discussion**

The subject property is improved with an unoccupied one story commercial building in poor condition. For safety reasons, the sight of the property was partially fenced in by the City. It is being held by the City for future economic development. Because of the condition of the property, and an adjacent parcel at 11955 Vincennes, \$600,000 in demolition funds were requested through the Cook County Community Development Grant Capital Improvement Program.

Although the full \$600,000 request for funds was not issued, on June 16, 2017 the City was notified they'd been awarded \$354,953. No matching funds are required. Those funds are targeted to raze the former Montell structure.

**Conclusion**

A Cook County Demolition Sub-recipient Agreement must be completed and forwarded to the County. In order to receive the funds the grant must be approved by City Council and returned along with an executed resolution and certification.

# EXHIBIT E - PROJECT SUMMARY

2013 Program Year: October 1, 2013 through September 30, 2017

Planner

SUBRECIPIENT

CITY OF BLUE ISLAND

ADDRESS

13051 S. GREENWOOD AVENUE

CITY BLUE ISLAND

ZIP 60406

MARK MILLER

(708) 396-7143

(708) 597-1221

miller@cityofblueisland.org

PROGRAM MANAGER

PHONE

FAX

E-MAIL

PROJNUM

IDIS No.

PROJECT TITLE

1305-075BI

4320

Demolition: One-story Commercial Building

Account #:

9428225-580170.100

Eligibility Citation

570.201(d)

Award Amount

\$354,953.00

Additional Amount

Transfers into Project

Total Budget Summary

\$354,953.00

Award Match

\$ -0-

## SUMMARY PROJECT DESCRIPTION:

Demolition: One-story Commercial Building

Eligibility:

**LMI**

**Slum Blight**

**Is Acquisition Required?**

- Does Not Apply  
 Area Benefit  
 Limited Clientele

- Housing Activity  
 Job Creation/Retention

- Does Not Apply  
 Area  
 Spot

- Yes  
 No

Census Tracts

Block Groups

L/M Income %

8212

04

77%

## NARRATIVE:

Awarded Location

11941 S. Vincennes Avenue, Blue Island, IL 60406

AWARDED Project Description

The property is an abandoned one-story commercial building consisting of approximately 14,700 square feet of ground area and is divided into four rooms and adjacent paved parking lot. The site poses a health and safety concern for the communities residents.

Specific Anticipated Accomplishments

This site will be used for potential future economic development.

Environmental Review

Amendment

SalUtilB

Planner

# PROJECT COMPLETION SCHEDULE

Month 1

**PROCUREMENT:**  
Create bid paper work  
Submit bid specifications and forms to Cook County for approval  
Prepare Publication

Month 2

Award Demolition Contractor  
Apply for permits

Month 3

Start and Complete Demolition  
Clear and Clean Site

Month 4

Prepare and Process Notice of Lien(s)  
Prepare and Process Drawdown Documentation

Month 5

Finalize Project Closeout

Month 6

### STAFF SALARIES

Note: Column 4 cannot exceed Column 2 times Column 3. The sum of Column 5 and Column 6 cannot exceed Column 4.

<u>NAME AND POSITION</u>	(2) Annual Salary	(3) % of time spent on Project	(4) Salary Utilized for Project	(5) CDBG Portion	(6) Project Match
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
<b>TOTAL SALARIES:</b>	_____	_____	_____	_____	_____

**REMINDER**  
**NO CDBG FUNDS MAY BE USED FOR FRINGE BENEFITS OR TAXES.**

**PROJECT ACTIVITY:**

**LINE ITEM BUDGET**

	CDBG Funds	Matching Funds	TOTAL
Capital Improvement			
Single-Family Rehabilitation			
Economic Development			
Demolition/Clearance	\$354,953.00		\$354,953.00
Acquisition			
Relocation			
<b>TOTAL PROJECT ACTIVITY:</b>	<b>\$354,953.00</b>		<b>\$354,953.00</b>

*Administration and Planning Grants include Fair Housing activities. Public Service Grants include Housing Counseling activities. Project Activity costs for these projects should be indicated below as Project Delivery costs.*

**PROJECT DELIVERY:**

*You are encouraged to use CDBG Funds for salaries only.*

	CDBG Funds	Matching Funds	TOTAL
Staff Salaries			
Office Rent/Utilities			
Postage			
Printing (Rental Equipment)			
Publication/Notices			
Project Travel @ \$0.540 per mile <b>OR</b> current IRS rate.			
Other: _____			
Other: _____			

Professional Services:

*(Must be procured if using CDBG Funds.)*

Architect			
Engineering			
Legal			
Accounting (except Single Audit)			
Other: _____			
Other: _____			

**TOTAL PROJECT DELIVERY:**

<b>CDBG Grand Total</b>	<b>Match Grand Total</b>	<b>GRAND TOTAL ALL</b>
<b>\$354,953.00</b>		<b>\$354,953.00</b>

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

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**RESOLUTION  
NUMBER 2017-025**

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**A RESOLUTION FOR APPROVAL OF CLASS 6(B)  
REAL ESTATE TAX INCENTIVE ABATEMENT FOR PROPERTY  
LOCATED AT 3000 W. 139<sup>TH</sup> STREET, CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS. (Scrap Metal Services, LLC.)**

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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. 2017-025**

**A RESOLUTION FOR APPROVAL OF CLASS 6(B) REAL ESTATE TAX INCENTIVE  
ABATEMENT FOR PROPERTY LOCATED AT 3000 W. 139<sup>TH</sup> STREET, CITY OF  
BLUE ISLAND, COOK, COUNTY, ILLINOIS**

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

Whereas, SMS Realty, LLC shall file with the office of the Assessor of Cook County, an application for a Class 6(b) classification under the Cook County Real Property Assessment Classification Ordinance, adopted by the Cook County Board of Commissioners on December 6, 1994, as amended; and

Whereas, the address of this property is 3000 W. 139th Street, Blue Island, Illinois, and the permanent real estate number of this property is 28-01-111-060-0000; and

Whereas, as part of the approval and incentive resolution, the City would recommend commitments for hiring preference of City residents through but not limited to job fairs, early interviews, etc.; and

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

**SECTION ONE:**

The City Council has determined that the use of the property is necessary and beneficial to the local economy of the City of Blue Island, Cook County, Illinois, and the City Council supports and consents to the Class 6(b) status for said property.

**SECTION TWO:**

The above finding of necessity and benefit to the local economy and support and consent for Class 6(b) status shall relate to the property legally identified by the address and PIN listed herein and contained in the attached Exhibit A.

**SECTION THREE:**

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

**SECTION FOUR:**

The City Clerk shall forthwith transmit a certified copy of this Resolution to the Office of the Assessor of Cook County, Illinois, and to the business owners at the common address herein listed, and to such other parties in interest as required by law.

ADOPTED this 11<sup>th</sup> day of July, 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 11<sup>th</sup> day of July, 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  
11<sup>th</sup> day of July, 2017.

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



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

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PLANNING & BUILDING DEPARTMENT - STAFF REPORT

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DATE: MAY 12, 2017  
RE: SCRAP METAL SERVICES, LLC (SMS)

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**Applicant:** SMS Realty, LLC

**Owner:** SMS Realty (Blue Island), LLC

**Location:** 3000 W. 139<sup>th</sup> St.

**Zoning:** I-2 General Industry

**Current Use:** Metal Recycling

**Past Use:** Metal Recycling

**Use Area:** 96,000 Sq. Ft., 2 buildings, situated on a 538,618 sq. ft. site

## Introduction

Scrap Metal Services, LLC (SMS) is an established processor of ferrous (iron) and non-ferrous (non-iron) metal scrap. It is a private, family owned and operated, multi-location business. SMS is requesting the City of Blue Island's (the City) support for a request of a Class 6B Sustainable Emergency Relief (SER) Property Tax Incentive with Cook County. This is a 12 year, non-renewable Incentive which reduces taxes by 60% for the first 10 years, 40% in year 11 and 20% in year 12.

The property consists of two buildings totaling 96,000 square feet, previously occupied by Metal Recycling Systems, located on a 12.4 acre lot at 3000 W. 139<sup>th</sup> Street in Blue Island.

## Discussion

SMS came to Blue Island through its acquisition of the real estate and production equipment of former owner, Meal Recycling Systems after they filed for bankruptcy in May, 2014. SMS paid a total of \$3,610,434 for the operation, of which, \$1,800,000 was attributed to equipment.

The subject property is used to cut up, and reduce to small pieces, various types of ferrous and non-ferrous materials from larger sources. Metals which are processed here include aluminum, stainless steel, brass, copper and zinc.

SMS employees at this location have come from the staff of the previous operator, Metal Recycling Systems. Each Metal Recycling Systems employee was offered a position with SMS. Most accepted the offer. SMS immediately took over the operation and has continued operations since. The work force breakdown at this facility are as follows:

Chicago	16
Indiana	4
Thornton	2
Bremen (including Blue Island)	6
Other	7
Total	35

The facility averages 250 customers per day.

In 2011, scrap steel was selling for approximately \$500 per ton, as opposed to \$200 per ton today. In recent years, manufacturers have greatly reduced the price of new steel, which ultimately affects the price they can afford to pay for scrap.

## **Conclusion**

The Class 6B Assessment would reduce property taxes by approximately 60% or to \$65,800 for the first 10 years based on current 2015 taxes of \$164,500. Year 11 taxes would be reduced by 40% and year 12, final year of the incentive, by 20%. This tax relief would allow SMS the opportunity to expand their business at a manageable rate and to reinvest in their current operation.

If the tax relief is granted, SMS plans to maintain production and employment at the site as well as purchase an additional scrap shredding machine at a cost of \$375,000 in addition to addressing and repairing damaged portions of floors and walls brought on by the wear and tear of daily operations. As part of the approval and Incentive resolution, the City will recommend ongoing commitments for hiring preference of City residents (job fair, early interviews, etc.)

## **Attachments**

- Memo-Kane McKenna Associates, Inc.
- Dillon & Nash, Ltd. Request for 6B SER Incentive
- Cook County Assessor Class 6B Eligibility Application

## MEMO



**TO:** Mark Miller

**FROM:** Robert Rychlicki  
Kane, McKenna and Associates, Inc.

**DATE:** June 13, 2017

**RE:** Review of Proposed Class 6b Application-Scrap Metal Services, LLC (SMS)

The City of Blue Island (the "City") has requested Kane, McKenna and Associates, Inc. ("KMA") to review materials submitted by the following applicant regarding information related to the Cook County Class 6b incentive classification: Scrap Metal Services, LLC (SMS), located at 3000 West 139<sup>th</sup> Street, located on PIN 28-01-111-060.

Under the current Cook County Class program, assessment levels would be reduced from 25% to 10% for 10 years with a step up to 15% in year 11, 20% in year 12 and returns to full 25% in year 13 and no renewal is possible. The property is located in TIF 2 and is classified as Class 5 Industrial (25% assessment rate).

The project site consists of two 96,000 s.f. buildings on a site of 538,618 s.f. Total costs associated with the project to date are estimated at \$3,610,000.

Current 2015 taxes are \$164,500 based on the Class 5 assessment. The proposed Class 6b would reduce taxes by 60% or estimated at \$65,800 for the first 10 years of the incentive.

The applicant purchased the real estate and equipment of the former owner, Metal Recycling System in May, 2014 after the former owner filed for bankruptcy. The operation processes various types of ferrous and non-ferrous materials for reduction (cut up) from larger sources. Metals that are processed at the Blue Island site include aluminum, stainless steel, brass, copper, and zinc. Due to worldwide reductions in scrap metal costs, business opportunities are impacted by local operating costs including property taxes. If the Class 6 is granted the applicant would continue operations at the site and plans to purchase an additional \$375,000 shredding machine as well as building rehab.

There are 35 employees at the site with 6 employees from Bremen Township (including 3 Blue Island residents).

MEMO  
Page Two  
June 13, 2017



### Recommendations

The application, if approved, would result in the following benefits to the City:

- a) Retained jobs and the potential for increased job creation.
- b) Continued occupancy of an existing industrial structure with expansion of equipment.

We would recommend that as part of the City's approval of the incentive resolution, the City review:

- a) Commitments for hiring preference for City residents (job fairs, early interviews, etc.).
- b) The City needs to evaluate the potential impacts on the TIF.

Currently, the 2016 property EAV is estimated at \$941,875 which is below the TIF 2 base EAV of \$990,032 – so no increment is forecast for 2017 receipts. The 2017 values are not finalized at this time, but the property owners have protested values and if the values are based on the 2016 experience, the 2017 values would be expected to be below or near the base. For the City, the trade off relating to the Class 6b approval in comparison to any potential TIF tax increment received over the next 12 years is the retention of jobs, and the potential for any expansion of jobs. The Class 6b designation requires the owner/taxpayer to offer "living wage" jobs to the employers (average wage up to \$13.65/hr). There are 35 jobs at the site and as stated above, 3 are City residents.



**CLASS 6B SUSTAINABLE EMERGENCY RELIEF (SER)  
ELIGIBILITY APPLICATION**

*(This form will ONLY be utilized for applicants who specifically elect for SER)*

*This Incentive is Not Renewable and applications will not be taken after November 30, 2018.*

Carefully review the Class 6B Eligibility Bulletin before completing this Application. For assistance, please contact the Assessor's Office, Development Incentives Department, (312) 603-7529. This application, a filing fee of \$500.00, and supporting documentation (except drawings and surveys) must be filed as follows:

**APPLICANT INFORMATION**

Name: SMS Realty (Blue Island) LLC Telephone: ( 708 ) 730-1400  
Address: 13830 Brainard Avenue  
City: Burnham State: IL Zip Code: 60633

**Contact Person (If different than the Applicant)**

Name: David C. Dillon  
Company: Dillon & Nash, Ltd. Telephone: ( 847 ) 498-3000  
Address: 3100 Dundee Road  
City: Northbrook State: IL Zip Code: 60062  
Email Address: dave@dillonandnash.com / kris@dillonandnash.com (Paralegal)

**PROPERTY DESCRIPTION (PER PIN)**

If you are applying for more than three different PINs, please submit the additional PIN information in an attachment.

Street address: (1) 3000 West 139th Street  
Permanent Real Estate Index Number: 28-01-111-060-0000  
(2) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_  
(3) \_\_\_\_\_  
Permanent Real Estate Index Number: \_\_\_\_\_

City: Blue Island State: IL Zip Code: \_\_\_\_\_  
Township: Bremen Existing Class: 5

## **NARRATIVE**

**Scrap Metal Services, LLC  
3000 W. 139<sup>th</sup> Street  
Blue Island, IL 60406**

### **In support of its Request for a Class 6(b) Sustainable Real Property Tax Incentive:**

The subject property is a 50 (+/-) year old, one and part two story masonry and metal panel constructed warehouse-type building containing 66,000 (+/-) feet with a 5,500 (+/-) sq. ft. office space (8.3%), 18 to 20 foot ceilings, six loading docks and three drive-in doors, plus a separate 30,000 sq. ft. metal panel constructed, storage building with no finished space or plumbing with 18 to 20 foot clear ceilings, two loading docks and one drive-in door. Total gross building area for both buildings is 96,000 sq. ft.

The property is situated on a 538,618 (+/-) sq. ft. site, zoned 1-2, General Industry District. The property was owned by Irvine Investments, LLC, and operated by the affiliated company, Metal Recycling Systems, LLC, as a scrap processing facility. After Metal Recycling Systems went bankrupt in 2014, it was acquired by Scrap Metal Services, along with the equipment and business assets of Metal Recycling Systems, LLC, on or about May 14, 2014. The attached documentation shows that the Quit Claim Deed to SMS Realty (Blue Island, LLC) issued on June 4, 2014, with SMS immediately running the operation.

### **APPLICATION TO THE CITY OF BLUE ISLAND, ILLINOIS FOR A CITY COUNCIL RESOLUTION IN SUPPORT OF A CLASS 6(b) SUSTAINABLE EMERGENCY RELIEF ORDINANCE FOR THE SCRAP METAL SERVICES' PROCESSING FACILITY LOCATED AT 3000 W. 139<sup>th</sup> STREET, BLUE ISLAND, ILLINOIS**

## **INTRODUCTION**

Scrap Metal Services, LLC ("SMS") is an established processor of ferrous and non-ferrous metal scrap. It is a private, family-owned and operated, multi-location business. It has grown rapidly in scrap processing, steel mill services and intermodal truck, railcar, intermodal container and railcar dismantling. SMS' Mission Statement is the following:

"Scrap Metal Services is committed to our suppliers and consumers by effectively sourcing, processing and marketing scrap metal for recycling. We actively pursue long lasting relationships by partnering with our customer, providing quality service built upon integrity, honesty and professionalism. We are committed to meeting our employees' and customers' needs by exceeding their expectations."

PROPERTY INFORMATION

Attach legal description, site dimensions and square footage, and building dimensions and square footage.

See attached "PROPERTY INFORMATION"

IDENTIFICATION OF PERSONS HAVING AN INTEREST IN THE PROPERTY

Attach a complete list of all owners, developers, occupants and other interested parties (including all beneficial owners of a land trust) identified by names and addresses, and the nature and extent of their interest.

See attached "PERSONS HAVING AN INTEREST IN THE PROPERTY"

INDUSTRIAL USE

Attach a detailed description of the precise nature and extent of the use of the subject property, specifying in the case of multiple uses the relative percentages of each use.

Include copies of materials, which explain each occupant's business, including corporate letterhead, brochures, advertising material, leases, photographs, etc.

See attached "INDUSTRIAL USE"

OCCUPANCY REQUIREMENTS

Industrial enterprise must have occupied the premises at the same location for a minimum of ten (10) consecutive years prior to the date of application.

- How many years has industrial enterprise occupied the premises? \_\_\_\_\_

Assumed operation of a business on premises since 1998? \_\_\_\_\_

ECONOMIC HARDSHIP VERIFICATION

Applicant must attach financial analysis (including tax returns for Federal/State/Local) and letter demonstrating economic hardship.

See attached "ECONOMIC HARDSHIP VERIFICATION"

NO CURRENT COOK COUNTY PROPERTY INCENTIVE

Applicant verifies that they are not receiving another Cook County property tax incentive for the same property.

- Is Applicant receiving another Cook County property tax incentive for this property?

YES [ ] NO [X]

SUBSTANTIAL OCCUPANCY VERIFICATION

Industrial enterprise must occupy a minimum 51% of premises.

- What percentage of industrial enterprise is occupied? 100%

EMPLOYMENT INFORMATION

How many permanent full-time and part-time employees do you now employ in Cook County?

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

How many permanent full-time and part-time employees do you now employ at this site?

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

LOCAL AND COOK COUNTY BOARD APPROVAL

A certified copy of a resolution or ordinance from the municipality in which the real estate is located (or the County Board, if the real estate is located in an unincorporated area) should accompany this Application.

The ordinance or resolution must expressly state that the municipality supports and consents to this Class 6B SER Application and that it finds that Special Circumstances makes the Incentive necessary for the industrial enterprise to continue operations at its current location and maintain its staff, and that without such designation the enterprise would not be economically viable causing the property to be imminent risk of becoming vacant and unused. If a resolution is unavailable at the time the application is filed, a letter from the municipality or the County Board, as the case may be, stating that a resolution or ordinance supporting the incentive has been requested may be filed with this application instead.

A certified copy of a resolution or ordinance from the County Board validating the municipal finding of special circumstances must be obtained by the Applicant. A letter from the County Board confirming that this resolution has been requested needs to be submitted to the Assessor's Office.

If, at a later date, the municipality or the County Board denies the applicant's request for a resolution or ordinance, the applicant will be deemed ineligible for the Class 6B SER incentive. In all circumstances, both resolutions must be submitted by the time the applicant files an "Incentive Appeal".

**TERMINATION OF CLASS 6B SER**

If the business ceases operation a Cease Operation Form must be submitted within 30 days of the end of operations. In addition, the Class 6B designation under SER may be terminated by the Assessor immediately under any of the following circumstances:

- Failure to file the required annual affidavit prior to the filing deadline;
- Failure to maintain the property in substantial compliance with all applicable local building, safety, and health codes and requirements;
- Failure to comply with the Class 6B requirements of substantial occupancy

In return for receiving the incentive classification for the subject property, the undersigned owner(s) hereby stipulates and agrees that in the event of a termination, that the undersigned shall be personally liable for and shall reimburse to the County Collector an amount equal to the difference, if any, in the amount of taxes that would have been collected had the subject property been assessed without the incentive classification and the amount of taxes actually billed and collected upon the subject property for the tax year in which the incentive was revoked or cancelled during which the property was being assessed with the incentive classification. Failure of the undersigned to make such a reimbursement to the County Collector shall not constitute a lien upon the subject property but shall constitute an in personam liability, which may be enforced against the owners. If necessary, a Repayment Plan agreement could be established.

I, the undersigned, certify that I have read this Application and that the statements set forth in this Application and in the attachments hereto are true and correct, except as those matters stated to be on information and belief and as to such matters the undersigned certifies that he/she believes the same to be true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

# INCENTIVES CLASS LIVING WAGE ORDINANCE AFFIDAVIT

David C. Dillon as agent for the applicant set forth below, who is seeking a classification incentive as referenced below, I do hereby state under oath as follows:

1. As the agent for the applicant set forth below, I have personal knowledge as to the facts stated herein.
2. The property identified by PIN(s) with commonly known address(es), listed in Exhibit A attached and herein incorporated, are/is the subject of a pending application/renewal (circle as appropriate) for one of the following development incentives provided by the Code of Ordinances of Cook County, Chapter 74, Article II, Division 2, The Cook County Real Property Assessment Classification Ordinance, Sec. 74-60 et seq., as amended:

Class 6B     Class 8 (Industrial property)     Class 9

3. I have reviewed the Code of Ordinances of Cook County, Chapter 34, Article IV, Division I and The Cook County Living Wage Ordinance, Sec. 34-127 et seq., as amended (the "Ordinance"), and certify that the applicant is in compliance with the above referenced Cook County Living Wage Ordinance, due to one of the following options (check as appropriate):

Applicant is currently paying a living wage to its employees, as defined in the Ordinance.

OR

Applicant is not required to pay a living wage, pursuant to the Ordinance.

Further affiant sayeth not.

Agent's Signature

3100 Dundee Rd., #508, Northbrook, IL 60062  
Agent's Mailing Address

SMS Realty (Blue Island), LLC  
Applicant's Name

Applicant's e-mail address

David C. Dillon, Attorney for Applicant  
Agent's Name & Title

847-498-3000  
Agent's Telephone Number

13830 Brainard Avenue, Burnham, IL 60633  
Applicant's Mailing Address

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Notary Public



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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.**

---

**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 11<sup>th</sup> day of July, 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 11<sup>th</sup> day of July, 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  
11<sup>th</sup> day of July, 2017.

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

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

This Agreement is made and entered into this 1<sup>st</sup> day of January, XXXX, by and between the Orland Fire Protection District ("OFPD"), an Illinois Fire Protection District, and The City of Blue Island ("the BIFD").

WHEREAS, the OFPD is an Illinois Fire Protection District which provides and renders emergency response services to the inhabitants of the OFPD and which operates an emergency response communications and dispatch center equipped to handle regular and routine communications from the inhabitants of the OFPD requesting said services, as well as regular and routine communications to or dispatching of the OFPD's emergency response personnel and equipment in response to those requests; and

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

WHEREAS, the BIFD desires to have the OFPD, through the OFPD's emergency response communications and dispatch center, handle regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency 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; and

WHEREAS, the OFPD desires to handle, through the OFPD's emergency response communications and dispatch center, regular and routine communications from the inhabitants of the BIFD requesting emergency 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; and

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

WHEREAS, the OFPD and the BIFD desire to set forth herein the terms and conditions whereby the OFPD will provide emergency response communications and dispatching services to Blue Island, Illinois, and the inhabitants thereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including fire protection districts and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and to

contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

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

WHEREAS, the OFPD and the BIFD have duly authorized their respective presiding officers to enter into and execute this Agreement.

NOW THEREFORE, for good and valuable consideration, including the mutual promises and covenants set forth herein, the OFPD and the BIFD hereby agree as follows:

**I. Incorporation.** Each of the recitals set forth above are incorporated herein by reference as if fully set forth herein, and they constitute material terms and provisions of this Agreement.

**Term/Duration.** This Agreement shall commence at 12:00 a.m. on January 1<sup>st</sup> XXXX for a four term expiring at 11:59 p.m. On December 31, XXXX, unless otherwise extended, amended or cancelled as fully set forth herein.

**Services.** The OFPD shall employ qualified telecommunications personnel to handle regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency response services, as well as to communicate with or otherwise dispatch the BIFD's emergency personnel in response to these requests.

The OFPD shall handle through its emergency response communications and dispatch center regular and routine communications from the inhabitants of Blue Island, Illinois, requesting emergency 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, as set forth in this Agreement.

The OFPD shall immediately communicate with or otherwise dispatch the BIFD's emergency response personnel and equipment upon receipt of communications from the inhabitants of Blue Island requesting or otherwise seeking the aid of the BIFD's emergency response personnel and equipment.

The OFPD shall make every effort to communicate with or otherwise dispatch only the BIFD's emergency response personnel and equipment to properties located within the corporate boundaries of Blue Island.

The OFPD shall provide the foregoing emergency response services to Blue Island, Illinois, twenty-four hours a day for each and every day this Agreement is in effect.

To the extent permitted by law, any communication between inhabitants Of Blue Island, Illinois, and the OFPD, as well as any communication between the OFPD and the BIFD's emergency response personnel shall be strictly confidential and shall be disclosed or otherwise made available only to the Fire Chief of the BIFD or his designee.

**Priority of Calls.** The OFPD will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment, but the OFPD will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment due to the volume of emergency response communications handled by the OFPD emergency response communications and dispatch center. The BIFD recognizes and acknowledges that the OFPD emergency response communications and dispatch center provides emergency response communications and dispatching services not only for the inhabitants of the OFPD and Blue Island, Illinois, as well as to the emergency response personnel and equipment of both the OFPD and the BIFD, but also for the constituents of other units of local government and to the emergency response personnel and equipment of those other units of local government. As such, the OFPD alone will determine the priority of emergency response communications to and from its emergency response communications and dispatch center in a manner that is neither arbitrary nor otherwise capricious.

#### **Equipment and Information.**

The OFPD will maintain an emergency response communications or dispatch center or system to provide Blue Island, Illinois, and the inhabitants thereof with the emergency response services required by this Agreement.

The OFPD will also maintain an emergency generator capable of supplying backup electrical power as well as automatic audio-recording equipment for the receipt and recordation of all radio and telephonic communications.

Any and all audio recordings will be kept and stored by the OFPD for a period of thirty (30) days and will be made available to the BIFD as requested. BIFD desires to keep or otherwise preserve any particular audio recording for longer than thirty (30) days, it will so notify the OFPD within thirty (30) days of the recorded event. In the event that the BIFD requests a copy of any audio recording, the BIFD will return the media upon which the audio recording is made to the OFPD upon completion of its use.

At each location within Blue Island, Illinois, served by the OFPD emergency response communications and dispatch center, the BIFD shall maintain, at its cost and expense, necessary communication and networking equipment, all of which must be approved by the OFPD. In addition, the BIFD will maintain, at its cost and expense, at the OFPD emergency response communications and dispatch center necessary communication and networking equipment which are the property of the BIFD.

The BIFD will maintain at its cost and expense all radio equipment and telephone lines needed to effectively handle all communications in and out of each location within Blue Island, Illinois.

The BIFD is responsible for maintaining and repairing all of its equipment as well as the cost or expense thereof. In the event that the OFPD or its agent or contractor maintains or repairs any equipment owned by the BIFD, the OFPD shall send the BIFD an invoice for said

maintenance or repair service within thirty (30) days thereof.

Upon execution of this Agreement, the BIFD shall provide the OFPD with a map listing streets and properties located therein and shall provide the OFPD with regular updates to said map regarding the streets and properties located therein as those updates occur. This should be in a GIS ESRI format.

**Damage to Equipment.** The OFPD will use its best efforts to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment, but the OFPD will not be responsible for failure to provide emergency response communications and dispatching services to the inhabitants of Blue Island, Illinois, as well as to the BIFD's emergency response personnel and equipment due to damage to the OFPD's emergency response communications and dispatch center, system and/or equipment caused by acts of sabotage, vandalism, natural disaster or acts of God.

**Approvals.** The BIFD will secure and maintain appropriate approvals from the

F.C.C. and shall list the OFPD emergency response communications and dispatch center as its dispatching location. The BIFD will also secure and maintain appropriate approvals which may be required by any emergency response entities or agencies, public or private, which are necessary for the performance of this Agreement.

**Training and Compliance.** The BIFD shall, at its cost, cause its officers to participate in any training classes required by the OFPD emergency response communications and dispatch center and to comply with the OFPD's emergency response communications and dispatch center's procedures, rules and regulations.

**Payment.** In consideration of the emergency communications and dispatching services provided to Blue Island, Illinois, by the OFPD pursuant to this Agreement, the BIFD agrees to the following:

From 12:00 a.m. on January 1<sup>st</sup> XXXX, until December 31, XXXX, at 11:59 p.m., the BIFD will pay the OFPD, on a monthly basis, a sum equivalent to the monthly amount expended by the OFPD for both salary and benefits paid to or on behalf of the telecommunications officers or dispatchers employed by the OFPD, as required to provide the emergency response communications and dispatching services required by this Agreement to the inhabitants of Blue Island, Illinois, and the BIFD. This arrangement shall otherwise be known as the fair share payment plan. The foregoing monthly charges will be calculated by the OFPD and included in monthly invoices sent to the BIFD.

**Payment Terms.** The BIFD will pay monthly invoices in full within ninety (90) days of issuance thereof. In the event that the BIFD fails to pay the OFPD in full within ninety (90) Days of issuance of any monthly invoice, the BIFD will pay the delinquent amount to the OFPD in full, plus a ten percent (10%) penalty based on the total delinquent amount,

within ninety (90) days of issuance of the monthly invoice. In the event that the BIFD fails to pay the delinquent amount to the OFPD in full plus the ten percent (10%) penalty within ninety days of issuance of a monthly invoice, this Agreement may be cancelled or otherwise terminated by the OFPD in writing after first providing thirty (30) days' notice and an opportunity to BIFD to cure within said ninety (90) day period by payment of all delinquent amounts and penalties.

**Initial Costs.** Initial cost entering the system can include, GIS, radio, networking, training, mobile data terminals, cellular modems, AVL and programming at the City's expense. All responding vehicles must be equipped with MDC.

**The BIFD's Costs.** The BIFD shall be responsible for its own local costs necessary to access the OFPD emergency response communications and dispatch center, including any telephonic charges, and any initial non-recurring charges such as license fees.

**Insurance.** The City of Blue Island has provided proof of self-insurance satisfying this section.

**Cooperative Efforts.** The parties agree to work in good faith to mutually resolve any problem occurring or arising out of the operation of this Agreement. To this end, the BIFD's Fire Chief or his designee shall attend any meeting of the OFPD Emergency Response Communications and Dispatch Center Advisory Board which may be established and called by the OFPD Communications Director.

**Extension.** This Agreement may be extended only by mutual written agreement by and between the OFPD and the BIFD, after prior written notice served upon the other party.

**Amendment/Change.** This Agreement may be amended or otherwise changed only by mutual written agreement by and between the OFPD and the BIFD.

**Cancellation/Termination and Cancellation/Termination Fee/Penalty,** except as otherwise provided herein, this Agreement shall not be cancelled or otherwise terminated by either party except in the event of a material breach or default combined with failure of the defaulting party to cure the breach or default within a period of sixty (60) days after receipt of notice from the non-defaulting party identifying the claimed breach or default. In the event that this Agreement is cancelled or otherwise terminated by the BIFD for a reason or reasons other than the occurrence of a material breach or default combined with a failure by OFPD to cure the breach or default within the sixty (60) day period after receipt of notice from the BIFD, the BIFD will pay the OFPD a cancellation or termination fee or penalty representing seventeen percent (17%) of the total amount paid to the OFPD for emergency response communications and dispatch services in the prior year.

**Assignment/Transfer.** This Agreement may not be assigned or transferred by either the OFPD or the BIFD without the prior written consent of the other party.

**Notice.** Any notice required by this Agreement shall be in writing, shall be properly

addressed and shall be personally served or sent via certified mail, return receipt requested, proper postage pre-paid. If sent via certified mail, service of such written notice shall be considered to have occurred upon deposit of said properly addressed, written notice with the United States Postal Service.

Said notice shall be served upon the OFPD at the following address:

*Orland Fire Protection District Attn: Fire Chief  
9788 West 151" Street Orland Park, Illinois 60462*

Said notice shall be served upon the BIFD at the following address:

*Blue Island Fire Department  
Attn: Fire Chief  
2440 Vermont, Illinois 60406*

**Waiver.** The BIFD hereby waives all claims or actions against the OFPD and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.) as well as any action alleging improper selection, installation or maintenance of the OFPD's emergency response communications and dispatch system and equipment. This waiver shall not apply to such claims or actions seeking relief for breach of this Agreement or willful or wanton conduct by OFPD and/or its trustees, collectively or individually, its officers, employees and/or agents for any injury, death, damage or loss to person or property arising out of the emergency response communications and dispatching services

IO provided hereby, including but not limited to, any claim or actions for contribution under the Illinois Contribution Act (740 ILCS 100/0.01 et seq.).

**Indemnification.** BIFD hereby agrees to indemnify, defend and hold harmless OFPD and its current or former officers, directors, trustees, collectively and individually, its officers, employees, members and agents, successors and assigns (each, an "indemnified Person") from and against any loss, liability, damages (including taxes), whether direct or consequential, expenses, including without limitation reasonable attorney's fees, disbursements, costs of investigation, litigation, settlement, judgment, sanctions imposed by a court or any governmental (collectively, the "liabilities"), interest and penalties (collectively, "Losses"), and threatened losses, due to, arising from or relating to third party claims, demands, actions or threat of action arising from or relating to: (i) any actual or threatened legal, regulatory or ethical action arising out of Blue Island's performance or attempted performance of the Agreement; (ii) any act or omission, whether alleged or proved, of Blue Island, or any persons acting at the direction of Blue Island, relating to an engagement, the attempted performance of an engagement, including, but not limited to, attorney's fees and costs paid by Orland Fire Protection District to defend against such matters. OFPD hereby agrees to indemnify, defend

and hold harmless BIFD and its aldermen, collectively and individually, its officers, employees, members and agents from and against any loss, liability, damage, whether direct or consequential, expenses, including without limitation, attorney's fees, disbursements and court costs (collectively, the "liabilities") relating in any way to, arising out of or attributable to the failure of the OFPD to provide services, OFPD's providing of services, or OFPD's execution and implementation of this Agreement, provided, however, that the foregoing indemnification obligations shall not be extended to any liabilities or related expenses relating in any way to, arising out of or attributable to the negligence or other fault of BIFD in providing or performing services pursuant to this agreement. OFPD and BIFD shall notify each other in the event that either of them receives notification from any person of any claim or demand in connection with or which may fall within the indemnification obligations set forth herein. The undertaking of each party to this Agreement in connection with the indemnification obligations herein includes liabilities or claims of liability with respect to property damage, personal injury, invasions of the right to privacy, or any other right of any person, and to any failure of either party to comply with the provisions of any federal, state or local statute, ordinance, rule or regulation applicable to that party in connection with this Agreement.

**Enforcement.** Every obligation assumed or imposed upon the BIFD by this Agreement shall be enforceable by the OFPD by appropriate action or proceeding, and the OFPD may have and pursue any and all remedies provided by law or equity for the enforcement of such action. Failure on the part of the OFPD in any instance or under any circumstance to observe or fully perform any obligation assumed by or imposed upon it by this Agreement except its failure to provide emergency response dispatching services without just cause, shall not release the BIFD from making any payment to the OFPD or fully performing any other obligation required of it under this Agreement.

Every obligation assumed or imposed upon the OFPD by this Agreement shall be enforceable by BIFD by appropriate action or proceeding, and Blue Island may have and pursue any and all remedies provided by law or equity for enforcement of such action or for compelling performance by the OFPD of said obligation assumed or imposed upon the OFPD.

**Governing Law and Choice of Venue.** The OFPD and the BIFD hereby agree that any disputes between the OFPD and the BIFD only and relating in any way to or otherwise arising out of this Agreement shall be governed by the laws of the State of Illinois and shall be adjudicated, if necessary, in the Circuit Court of Cook County, Illinois.

**Entire Agreement.** This Agreement represents the entire Agreement between the OFPD and the CITY and supersedes all prior negotiations, agreements, resolutions, motions or parts of agreements. Resolutions or motions in conflict with any portion of this Agreement are hereby repealed. This Agreement and any amendments, changes, modifications or additions hereto shall be binding upon and inure to the benefit of the respective heirs, successors, assigns, partners and/or legal representatives of the OFPD and the CITY. This Agreement shall be executed in two (2) counterparts each of which shall be deemed an original but both of which shall constitute one and the same agreement.

**Severability.** In the event that any section, paragraph or provision of this Agreement is

invalid or unenforceable for any reason, the invalid or unenforceable section paragraph or provision shall be severed from this Agreement and shall not affect the validity or enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized Officers and the corporate seals to be properly affixed thereto.

\_\_\_\_\_  
President Orland Fire Protection District

\_\_\_\_\_  
Mayor City of Blue Island

Attest:

\_\_\_\_\_  
City of Blue Island

\_\_\_\_\_  
Secretary

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

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**ORDINANCE  
NUMBER 2017-028**

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**AN ORDINANCE OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS DISSOLVING THE CITY'S  
EMERGENCY TELEPHONE SYSTEM BOARD**

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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. 2017-028**

**AN ORDINANCE OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS  
DISSOLVING THE CITY'S EMERGENCY TELEPHONE SYSTEM BOARD**

WHEREAS, pursuant to the Emergency Telephone System Act (the "Act") (50 ILCS 750-0.01 et seq.) the City of Blue Island ("City") previously established the City's Emergency Telephone System Board ("ETSB") codified in Chapter 32 Section 7 of Title III of the City of Blue Island Code of Ordinances; and

WHEREAS, to comply with the Public Act 99-0006, which amended the Act to incorporate authorities have determined that it is in the best interest of the City as the City has entered into an intergovernmental agreement with the County of Cook for the County to provide dispatch services for the City; and

WHEREAS, the Cook County Sheriff's Office will process 9-1-1 calls and provide other services for the 9-1-1 system, including call taking, dispatching and radio monitoring as operated by the Cook County Emergency Telephone System Board and the Village's ETSB is no longer required to perform those duties.

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

**SECTION ONE:**

The recitals set forth hereinabove shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION TWO:**

That upon the effective date of this Ordinance the City's ETSB shall be dissolved and Chapter 32 Section 7 of Title III of the City of Blue Island Code of Ordinances shall be repealed.

**SECTION THREE:**

This Ordinance shall be in full force and effect on November 1, 2017 and upon passage, approval, and publication in pamphlet form as provided by law.

ADOPTED this 11<sup>th</sup> day of July, 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 11<sup>th</sup> day of July, 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  
11<sup>th</sup> day of July, 2017.

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

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

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